



JIM McDONNELL, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



A Tradition of Service

ADOPTED


BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

July 14, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

33

July 14, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE CONTRACT FOR PARKING CITATION PROCESSING
SERVICES WITH XEROX STATE AND LOCAL SOLUTIONS, INCORPORATED
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Contract with Xerox State and Local Solutions, Incorporated (Xerox) to provide parking citation processing services (Services) for the Department. The Services will enable the Department to continue the collection and processing of parking citations in the unincorporated areas of the County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor of the Board to authorize the Sheriff to finalize and execute a contract with Xerox, substantially similar to the attached revenue generating Contract, for a Contract term commencing on July 19, 2015, through July 18, 2018, with two additional one-year extension options and one six-month extension option, in any increment, for the continued provision of Services.
2. Delegate authority to the Sheriff, or his designee, to execute as applicable, Change Orders and Amendments to the Contract, as set forth throughout the Contract, including to: (1) effectuate modifications which do not materially affect any term of the Contract; (2) exercise option term extensions of the Contract; (3) effectuate an assignment of rights and/or delegation of duties pursuant to the Assignment and Delegation provision under the Contract; (4) modify the Contract to include new or revised standard County contract provisions adopted by the Board as required from

time to time, including all applicable documents; and (5) as required by the Department, to increase or decrease the number of field use computing devices provided by Xerox under the Contract, provided that such increase or decrease does not exceed 20 percent of the number of field use computing devices originally required under the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow Xerox to continue to provide parking citations processing services to the Department. The fees paid to the Contractor for its Services will be offset by revenue generated from parking citation fines and penalties that the Contractor will process.

Xerox will be responsible for processing citations, maintaining citation records, sending notices to violators, and establishing a data sharing relationship with the Department of Motor Vehicles to obtain vehicle ownership data. Xerox will also be responsible for collecting all cash and check payments, and depositing those payments with the County.

The Services provided by Xerox include enhanced citation payment options, which enable violators to make citation penalty payments with credit cards through a website, or through an interactive voice-response telephone system. Xerox will not collect electronic payments or electronic payment data. Xerox will only facilitate the electronic transaction by providing a portal to the County's electronic payment service provider Fidelity Information Services (FIS).

The County's E-Commerce Readiness Group (ERG) has approved the interface with FIS for all electronic payment processing, per the FIS Agreement. ERG will provide final system validations and approval prior to the new system launch.

The Chief Information Officer (CIO) recommends approval of this Contract. The CIO determined that because this recommended action does not include any new technology related matters, no formal CIO Analysis is required. A CIO analysis was completed for the previous Agreement in January 2010 for Services, which is comparable to the new Contract with the exception of the interface with the Automated License Plate Recognition (ALPR) System. There are no changes from the previous Agreement in the rate for processing per-citation, and the rate for special collections. Payment processing will continue to be performed by the County's online payment processor, FIS, using an established interface.

Implementation of Strategic Plan Goals

The Services provided under this Contract support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. Specifically, the proposed Contract will enable the Department to continue processing parking citations in the unincorporated areas of the County, and thereby ensure continued revenue to the Department.

FISCAL IMPACT/FINANCING

The County will not incur any Net County Cost during the term of this Contract. Currently, parking citation processing generates approximately \$15 million annually in gross revenue. After all mandated distributions (such as Collection Fees, Court Fees, Justice Fees, Special Fees, Handicapped Surcharge, and other surcharges) are made, net proceeds of approximately \$12 million per year are distributed to the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, Xerox is providing parking citation processing services to the Department under Agreement Number 77228, which was approved by the Board on January 19, 2010, for a term of three years with two one-year option periods, and one six month period.

The current rate of \$1.38 for processing each citation and a 30 percent special collections fee, specifically for delinquent citations, will remain the same in the new Contract.

As a result of the negotiations, following consultation with the County's Chief Executive Office's (CEO) Risk Management Branch, the Department agreed to a modification to the County's standard indemnification provision limiting Xerox's indemnification obligations to claims arising from negligent or wrongful acts or omissions of Xerox, as well as minor revisions to the standard insurance provisions. The negotiated Contract provides for reimbursement to Xerox of pro-rated equipment costs in the event of termination by the County for convenience during the first three years of the Contract, including for non-appropriation of funds.

Xerox has been notified of, and is in compliance with, all Board and CEO requirements, including Jury Service and the Safely Surrendered Baby Law.

County Counsel has reviewed and approved the Contract as to form.

CONTRACTING PROCESS

On February 26, 2015, the Department released a Request for Proposals (RFP) for Services and sent notification to four vendors via e-mail. The solicitation was posted on both the County's and Department's websites. A mandatory proposers' conference was held on March 17, 2015, at which three vendors were in attendance.

On April 7, 2015, the solicitation closed. The Department received one proposal from the current provider of Services. A five-member evaluation team consisting of technical and subject matter experts from the Department and the County's Internal Services Department was assembled to review and assess the fulfillment of the Minimum Mandatory Requirements (MMR) of the proposal. Upon completion of this assessment, the evaluation team determined that Xerox's proposal fully met all MMRs and fully satisfied the County's business requirements as identified in the RFP.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

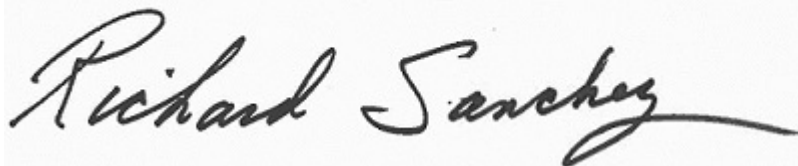
Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL
Sheriff

Reviewed by:

A handwritten signature in black ink, appearing to read "Richard Sanchez". The signature is written in a cursive style with a long, sweeping underline.

RICHARD SANCHEZ
Chief Information Officer

JM:WKS:ws

Enclosures



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
XEROX STATE & LOCAL SOLUTIONS, INC.
FOR
PARKING CITATION PROCESSING SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
XEROX STATE AND LOCAL SOLUTIONS, INC.
FOR
PARKING CITATION PROCESSING SERVICES**

This Contract is made and entered into this ____ day of July, 2015 by and between the County of Los Angeles ("County") and Xerox State & Local Solutions, Inc., ("Contractor"). Contactor is located at 12410 Milestone Center Drive, Germantown, Maryland 20876.

RECITALS

WHEREAS, the County may contract with private businesses for Parking Citation Processing Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Parking Citation Processing Services; and

WHEREAS, County desires to enter into this Contract with Contractor for the delivery and implementation of a Parking Citation Processing Services program for the Department;

WHEREAS, subject to the terms and conditions of this Contract, the County desires to engage Contractor to, among other things, (a) collect parking fines on behalf of the County pursuant to the California Vehicle Code and Los Angeles County Code, (b) provide the Department with a parking citation information resource, (c) secure the confidentiality of parking citation data, and (d) account for, and deposit to County, all fiscal proceeds (revenue) resulting from such collection activities;

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence, and sufficient staffing to provide such Parking Citation Processing Services; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

Attachment A – County’s Functional Business Requirements
Attachment B – Samples Notices and Correspondences
Attachment C – LASD Desktop Computing Workstation Baseline
Attachment D – Parking Enforcement Detail - Staffing Profile
Attachment E – Fidelity Information Services (FIS) Integration
Attachment F – System Configuration and Environment (to be added)

1.2 EXHIBIT B - Pricing Sheet

1.3 EXHIBIT C - Performance Requirements Summary

1.4 EXHIBIT D - Contractor’s EEO Certification

1.5 EXHIBIT E - County’s Administration

1.6 EXHIBIT F - Contractor’s Administration

1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Invoice Discrepancy Report

1.11 EXHIBIT K - Contract Discrepancy Report

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts,

written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Change Orders and Amendments) and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words “including,” “for example,” “e.g.,” “such as,” “etc.,” or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions, Paragraphs, and Subparagraph headings used in the Contract are for convenience only and are not a part of this Contract and shall not be used in construing this Contract. References in this Contract to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Contract, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

- 2.1 **ALPR:** Has the meaning set forth in Subparagraph 11.3 (Automated License Plate Recognition (ALPR) Capability) of Exhibit A (Statement of Work) of this Contract.
- 2.2 **Association Rules:** Means the bylaws, rules and regulations of the Associations, as they exist from time to time.
- 2.3 **Association:** Means any entity formed to administer and promote the use of credit/debit cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.4 **Business Day:** Means Monday through Friday, excluding County observed holidays.
- 2.5 **Card Issuer:** Means any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.

- 2.6 **Card Rules:** Means the Association Rules and any other rules and/or regulations from time to time promulgated by any Card Issuer, credit/debit card processor, and/or PIN-Based Debit Network.
- 2.7 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Exhibit A (Statement of Work).
- 2.8 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.9 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.10 **Correspondence(s):** Has the meaning set forth in Subparagraph 11.8 (Automated Correspondence) of Exhibit A (Statement of Work) of this Contract.
- 2.11 **County:** The County of Los Angeles.
- 2.12 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.13 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.14 **Data Security Guidelines:** Means (a) all applicable security standards and guidelines that may be published from time to time by any Association, any Card Issuer, any credit/debit card processor or any PIN-Based Debit Network, including the Visa U.S.A. Cardholder Information Security Program and the Payment Card Industry Data Security Standard and (b) all applicable County information technology and security (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at <http://countypolicy.co.la.ca.us/> and (ii) standards from time to time published by County's Chief Information Security Officer and provided by County Project Director to Contractor.
- 2.15 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.16 **Extended Term:** Has the meaning set forth in Subparagraph 4.2 under Paragraph 4.0 (Term of Contract) below.

- 2.17 **Field Equipment:** Means field-use computing devices, such as handheld electronic ticket-writer computing devices and ALPR devices.
- 2.18 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.19 **Hold or DMV Registration Hold:** Has the meaning set forth in Paragraph 7.0 (Special Collections-Notices) of Exhibit A (Statement of Work) of this Contract.
- 2.20 **Initial Term:** Has the meaning set forth in Subparagraph 4.1 under Paragraph 4.0 (Term of Contract) below.
- 2.21 **Interface(s):** Means the software mechanisms which allow the transfer of electronic data, or software commands between computer systems, computer programs, or computer program modules which are conceived, created and/or developed by, or on behalf of Contractor, including the interface(s) to County's electronic payment processing vendor, FIS, described in Exhibit A (Statement of Work) and the Attachments thereto.
- 2.22 **IVR:** Has the meaning set forth in Subparagraph 11.6 (Interactive Voice Response (IVR) Capability – Telephones) of Exhibit A (Statement of Work) of this Contract.
- 2.23 **Notice(s):** Has the meaning set forth in Paragraph 7.0 (Special Collections–Notices) of Exhibit A (Statement of Work) of this Contract.
- 2.24 **Pay-by-Web:** Has the meaning set forth in Subparagraph 11.7 (Pay-by-Web Interface) of Exhibit A (Statement of Work) of this Contract.
- 2.25 **PIN-Based Debit Network:** Means a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.26 **Project Control Document or PCD:** Has the meaning set forth in Subparagraph 3.1 (Develop a Project Control Document) of Exhibit A (Statement of Work) of this Contract.
- 2.27 **Reporting District or RD:** Means the geographical reporting districts into which the Sheriff divides the County.
- 2.28 **Reporting District Number:** Means a four-digit number assigned by the Department to each Reporting District. It is comprised of a two-

digit station or unit identifier, followed by a two-digit geographical location number (00-99) within the station's jurisdiction.

- 2.29 **Scofflaw:** Means a vehicle which has encumbered five (5) or more unpaid parking citations.
- 2.30 **Sheriff:** Means the elected official who is the Sheriff of the County of Los Angeles.
- 2.31 **Special Collections:** Has the meaning set forth in Paragraph 7.0 (Special Collections–Notices) of Exhibit A (Statement of Work) of this Contract.
- 2.32 **Special Collections Fee:** Has the meaning set forth in Paragraph 7.0 (Special Collections–Notices) of Exhibit A (Statement of Work) of this Contract and shall be the amount set forth on Exhibit B (Pricing Sheet) of this Contract.
- 2.33 **Subcontractor:** Has the meaning set forth in Subparagraph 8.40 (Subcontracting) of this Contract below.
- 2.34 **System:** Means a centralized database system that collects and processes data on general citation processing, noticing, citation payment history, enhanced collection activity, Scofflaw etc., as further described in Exhibit A (Statement of Work) of this Contract.
- 2.35 **Tax or Taxes:** Means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract and in accordance with Paragraph 18.0 (Contractor's Guarantee) of Exhibit A (Statement of Work) of this Contract, Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on July 19, 2015 and shall continue until and through July 18, 2018 (hereinafter "Initial Term"), unless sooner extended or terminated as provided herein.
- 4.2 At the end of the Initial Term, County may, at its sole option, extend the term of this Contract for up to two (2) additional one-year periods and a six (6) month extension (hereinafter "Extended Term") in any increment for a maximum total Contract term not to exceed five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Sheriff, as authorized by the County's Board of Supervisors in accordance with Subparagraph 8.1 (Change Orders and Amendments) of this Contract.

As used throughout this Contract, the word "term" when referring to the term of the Contract shall include the Initial Term and the Extended Term, to the extent County exercises any of its extension options pursuant to this Subparagraph 4.2.

- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.
- 4.4 Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term of this Contract as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

- 5.1 The prices and fees for this Contract payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Contract shall be as set forth on Exhibit B (Pricing Sheet) of this Contract. Such prices and fees shall remain firm and fixed for the term of this Contract. Contractor acknowledges that all work performed under this Contract is payable in arrears on a monthly basis in accordance with the terms and conditions of this Contract.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E (County's Administration).
- 5.4 **No Payment for Services Provided Following Expiration-Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet). The prices set forth in Exhibit B (Pricing Sheet) of this Contract are inclusive of all applicable Taxes. It is Contractor's responsibility to ensure that all such Taxes are paid to the appropriate regulating body.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Each invoice submitted by Contractor shall minimally include:

- The total number of billable citations processed for the one (1) month period;
- The per-citation processing fee;
- The total charge for citation processing;
- The monthly equipment usage and maintenance charges for:
 - Desktop computing hardware devices
 - Handheld electronic ticket-writer computing devices
 - ALPR systems

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County Sheriff's Department
Fiscal Administration - Accounts Payable
211 West Temple Street, 6th floor
Los Angeles, California 90012

5.5.6 **County Approval of Invoices**

All invoices submitted by Contractor must have the written approval of the County Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

5.7 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

5.8 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the Invoice Discrepancy Report from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) calendar days of County's notice to Contractor of an Invoice Discrepancy Report, then County payment will be made, less the disputed charges. The sample of the Invoice Discrepancy Report form is attached as Exhibit J (Invoice Discrepancy Report) of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

Except as set forth in Subparagraph 8.1 (Change Orders and Amendments) of this Contract, the County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract. The Contractor's Project Manager meet and coordinate with County's Project Manager on a regular basis, as necessary, but no less frequently than monthly or as determined by County.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Contract ("Confidential Information"), in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph 7.5 (Confidentiality) or Subparagraph 8.37 (Publicity), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.5 (Confidentiality) or Subparagraph 8.37 (Publicity) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not

have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its directors, officers, shareholders, employees, Subcontractors and agents providing services hereunder of the confidentiality provisions of the Contract. Contractor shall provide to County an executed Exhibit G (Contractor Acknowledgement and Confidentiality Agreement) of the Contract, an executed Exhibit G1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Contract for each of its employees performing work under the Agreement, and an executed Exhibit G2 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of the Contract for each of its non-employees performing work under the Contract. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses such confidential information.

7.5.4 Disclosure of Information

7.5.4.1 With respect to any confidential information obtained by Contractor pursuant to the Contract, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Contract, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

7.5.4.2 Without limiting the generality of Subparagraph 7.5.4.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any

person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

7.5.5 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Contract, County shall not be obligated in any way under the Contract for:

7.5.5.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

7.5.5.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

7.5.5.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor._

7.5.6 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Subparagraph 7.5 (Confidentiality) or Subparagraph 8.37 (Publicity) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to

injunctive relief to enforce the provisions of this Subparagraph 7.5 (Confidentiality) and Subparagraph 8.37 (Publicity).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Orders and Amendments

- 8.1.1 For any change which does not materially affect the scope of work, period of performance, amount of payments, or any other term or condition of this Contract, a Change Order shall be prepared and executed by Contractor and County Project Director.
- 8.1.2 The County's Board of Supervisors Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Contract shall be prepared and executed by Contractor and Sheriff.
- 8.1.3 For any change that materially affects the scope of work, period of performance, price, or any other term or condition of this Contract, an Amendment to this Contract shall be executed by Contractor and the County's Board of Supervisors.
- 8.1.4 Notwithstanding Subparagraph 8.1.3 above, for (1) any option term extension of this Contract pursuant to Subparagraph 4.2 of this Contract, (2) modifications pursuant to Subparagraph 8.2.1 of this Contract, and (3) any increase or decrease in the number of County-required hardware computing devices, handheld electronic ticket-writer computing devices, and/or ALPR systems, provided such increase or decrease does not exceed twenty percent (20%) of the originally required number, an Amendment to this Contract shall be prepared and executed by Contractor and Sheriff.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such

consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the

salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within thirty (30) Business Days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) Business Days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fourteen (14) Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within fourteen (14) Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical

handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized

industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any

competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same,

(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following:
(1) elimination of the grounds for which the debarment

was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the

Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments

prepared pursuant to Subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor" and "Subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in sub-Subparagraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to the negligent or wrongful act(s) and/or omission(s) of Contractor and/or any Subcontractor(s) in performance of this Contract.

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract (hereinafter "Required Insurance"). The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Standard ACORD Form type Certificate(s) of insurance coverage (Certificate), and a copy of the blanket Additional Insured endorsement confirming County and its Agents (defined below) has been given Additional Insured status under the Contractor's Commercial General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County prior to Contractor's policy expiration dates.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate or within the Description Section of such certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each

insurer providing coverage, policy effective dates, and reference the limits required.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copy of the blanket Additional Insured endorsement for commercial general liability shall be sent to:

County of Los Angeles Sheriff's Department
Fiscal Administration – Contract Compliance Unit
211 West Temple Street, 5th Floor
Los Angeles, California 90012
Attention: Contract Compliance Manager

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Contract-related Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's operations performed on behalf of the County. Use of an automatic blanket type Additional Insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with written notice of insurance cancellation. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other insurance cancellation. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A-:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's commercial general liability and business automobile liability insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the commercial general liability and business automobile liability Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to

effect such waiver. Such waiver of subrogation may be met through a blanket waiver basis.

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall require each Subcontractor to comply with the Required Insurance provisions herein and shall require that each Subcontractor name the County and Contractor as Additional Insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

The commercial general liability policy shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) or its equivalent separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The Contractor may use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. However any increase to the type or limits shall be subject to negotiations with Contractor.

8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) or its equivalent, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or

workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$3 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following this Contract's expiration, termination or cancellation. Such insurance shall also include coverage for Privacy/Network Cyber Risk Insurance.

8.25.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$1 million per loss basis or occurrence. Such coverage shall protect against all loss of money, securities entrusted by County to Contractor, and apply to all of Contractor's directors, officers, and employees who regularly handle or have responsibility for such money, securities. The County and its Agents shall be included as Joint Loss Payee as its interests may appear. This insurance shall include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.25.6 Performance Security Requirements, Bond

Contractor shall furnish to County within twenty (20) calendar days after the effective date of this Contract and after Contract signing, a performance bond in an amount of at least \$1,000,000 per year for the County, and executed by a corporate surety licensed to transact business in the State of California. Such performance bond may be on an annual renewable bond form provided by Contractor's Surety Bond Broker. Such annually renewable bond shall be maintained by Contractor until released by County upon County Program Director's written determination that Contractor shall have fully performed all of its obligations under this Contract. Any modification, extension, or termination of this Contract shall in no way release Contractor or any of its sureties from any of their obligations under such performance bond. Such bond may be renewed via surety bond continuation certificate.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Sheriff or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Sheriff or his designee in a written notice describing the reasons for said action.

8.26.2 If the Sheriff or his designee determines that there are deficiencies in the performance of this Contract that are correctable by the Contractor over a certain time span, the Sheriff or his designee will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit C hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Contractor's total aggregate liability for liquidated damages under this Paragraph 8.26.2 shall not exceed twenty (percent) 20% of the annual contract price. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) Business Days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Project Director, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.37.3 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and

the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the

Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract to a subcontractor (hereinafter "Subcontractor"), the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all

personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance from its Subcontractors, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contract Compliance Unit
211 West Temple Street, 5th Floor
Los Angeles, California 90012
Attn: Contract Compliance Manager

before any Subcontractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default), and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

In the event County terminates this Contract for convenience pursuant to this Subparagraph 8.42 (Termination for Convenience) during the Initial Term of the Contract, County will reimburse Contractor a pro-rata portion of Contractor's initial investment, depending on the effective date of such termination, not to exceed the amounts set forth in and in accordance with the provisions of Section V (Termination for Convenience Reimbursement) of Exhibit B (Pricing Sheet).

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subparagraph 8.38 (Record Retention And Inspection/Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract and failed to cure the material breach within ten (10) Business Days of notice from County; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract and fails to cure within ten (10) Business Days of notice from County; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within ten (10) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the

Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated

for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date. In addition, if the County terminates this Contract within the Initial Term of the Contract pursuant to this Subparagraph, such termination would also be considered a termination for convenience and be subject to the provisions of Subparagraph 8.42 (Termination for Convenience).

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Local Small Business Enterprise (SBE) Preference Program

8.54.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise

Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 8.54.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.54.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.54.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

8.55 Intellectual Property Indemnification

8.55.1 Indemnification Obligation

Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the System Software, System hardware, or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's work under the Contract (collectively in this Paragraph 8.55 (Intellectual Property Indemnification), "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.55 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or the Contract, County shall be entitled to reimbursement for all such costs and expenses.

8.55.2 Procedures

County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the System, System Software, or other tasks, deliverables, goods, Services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Contract; or (ii) to the extent Contractor is unable to procure such right, replace or modify the System, System Software, or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another System and/or System Software or

product of services, or part(s) or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the System, System Software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

8.55.3 Remedial Acts

If Contractor fails to complete the remedial measures in Subparagraph 8.55.2 (Procedures) above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the System or System Software or damages or other costs or expenses in this Subparagraph 8.55.3, (Remedial Acts). Contractor shall indemnify County under Subparagraph 8.55.1 (Indemnification Obligation) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Contract up to the total of the amounts paid in connection with County's Remedial Acts.

8.56 Data Destruction

Contractors that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) Business Days,

a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor shall provide County with written certification, within ten (10) Business Days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

8.57 License and Ownership of Data

8.57.1 License

Contractor hereby grants to County a non-exclusive, unrestricted, irrevocable license ("License") to use and access, during the term of the Contract, any software provided or made available by Contractor as a result of providing work under the Contract by County's authorized users, including providers, on an unlimited number of computers, servers, local area networks and wide area networks.

Notwithstanding the foregoing, in the event upon expiration or termination of this Contract the County enters into an agreement with another vendor for the same services as provided by Contractor under this Contract, upon such expiration or termination of the Contract, Contractor shall provide to County a complete set of System data utilized by County, which resides on Contractor's hardware or is maintained by Contractor pursuant to this Contract, in any format required by the County, to enable such other vendor to produce any reports required by the replacement contract. This is to supplement Contractor's obligations to provide data as part of future conversion services pursuant to Section 21.0 (Contractor's Obligation to Provide Future Conversion Services) of Exhibit A (Statement of Work). In the event of contract termination, Contractor will provide data in a reasonable and commercially available electronic format.

8.57.2 County Data

As between County and Contractor, County shall be the sole and exclusive owner of any and all information and/or data entered or accessed by County, its authorized users or Contractor ("County Data") during provision of work under the Contract. All County Data shall be deemed the County Confidential Information, as that term is defined in Subparagraph 7.5 (Confidentiality) above. Upon any expiration or termination of this Contract, and continuously throughout its term, Contractor, at its sole cost and expense, will make available to and otherwise provide County with a complete copy of the most recent back up of any County Data maintained by Contractor, in a mutually agreed upon, commercially standard format that is compatible with County's then existing systems and will make commercially reasonable efforts to assist County in the transition of such County Data as reasonably requested by County. This Contract shall not be construed as granting any ownership rights in Contractor to any County Data or any other County Confidential Information, which means any information disclosed to County or any employee or contractor of County that is designated by Contractor as confidential or proprietary. The County Data shall not be used by Contractor for any purpose other than as required under this Contract or applicable law, statute or regulation, nor shall the County Data or any part of the County Data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, Subcontractors or agents.

8.58 Communication Systems and Access to Information

During the term of this Contract, Contractor may receive access to County's software, computers, equipment, and electronic communications systems (in this Subparagraph 8.58 "County systems"), including but not limited to voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications

made with such County systems or equipment by or on behalf of Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to County), to protect County Confidential Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Confidential Information or County systems.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By _____
JIM McDONNELL
SHERIFF

XEROX STATE & LOCAL SOLUTIONS, INC.

By _____
Signature

Name

Title

APPROVED AS TO FORM:
County Counsel

By _____
Principal Deputy County Counsel

Exhibit A

PARKING CITATION PROCESSING SERVICES (PCPS)

Statement of Work

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ATTACHMENT A –County’s Functional Business Requirements

ATTACHMENT B –Sample Notices and Correspondences

ATTACHMENT C –LASD Desktop Computing Workstation Baseline

ATTACHMENT D –Parking Enforcement Detail - Staffing Profile

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ATTACHMENT F –System Configuration and Environment (to be added)

STATEMENT OF WORK

1.0 INTRODUCTION

Capitalized terms used in this Statement of Work ("SOW") without definition have the meanings given to such terms in the Contract, Paragraph 2.0 (Definitions).

1.1 Purpose

The Los Angeles County Sheriff's Department ("Department") desires to contract with Contractor for the provision of Parking Citation Processing Services ("PCPS") for the Department's Parking Enforcement Detail.

1.2 Background

The Sheriff of Los Angeles County ("Sheriff") is authorized by the State of California to collect fees for parking violations within the unincorporated areas of the County. The Sheriff also has the power to delegate authority to other agencies within the County for the purpose of citing vehicles for parking violations. Other County departments currently authorized to issue parking citations in Los Angeles County include: the Department of Beaches and Harbors, the County's Fire Department, Forestry Division, and the Internal Services Department's Parking Services Paragraph ("Participating Agencies").

The Department's Parking Enforcement Detail provides centralized administration of parking violation enforcement and parking violation processing. The Department is currently responsible for processing approximately 200,000 parking citations per year.

2.0 SCOPE OF SERVICES

Under this Contract, Contractor shall have the capability of processing not less than 250,000 parking citations per year. (The County makes no guarantee as to the actual number of parking citations which may be processed in any given contract year.)

The services to be provided shall include, but are not limited to:

- Recording the data from each parking citation
- Completely managing and processing all parking citations issued through automated handheld computers
- Completely managing and processing all hand-written parking citations

- Sending Notices to the vehicle's registered owner
- Providing enhanced collection activity on delinquent open accounts
- Providing various methods for parking citation payment via the Internet
- Maintaining an electronic interface(s) with the California Department of Motor Vehicles ("DMV"), and other participating out-of-state DMVs
- Provide the Department with on-line, real-time access to Contractor's PCPS data system ("System").

3.0 **PROGRAM IMPLEMENTATION PLAN**

Within ten (10) Business Days of the effective date of the Contract, Contractor shall deliver to the County Project Director a draft Project Control Document ("PCD") outlining the working format for the PCPS program implementation, including the information specified below. The PCD is described below in Subparagraph 3.1 (Develop a Project Control Document) of this SOW. If required by the Department, an updated PCD shall also be submitted on a bi-weekly basis that communicates project progress, identifies possible issues, and presents strategies for overcoming the identified issues.

Within ten (10) Business Days of the effective date of the Contract, Contractor shall deliver to the County Project Director a draft Training Plan. The Training Plan is described below in Subparagraph 3.2 (Develop a Training Plan – Parking Enforcement Detail Staff) of this SOW.

3.1 **Develop a Project Control Document (PCD)**

- **Introduction:** Summarize the Program Implementation Plan, review the shared vision for the project, the strategic goal(s) of the project, and how Contractor will contribute to meet the Department's operational objectives.
- **Project Objectives:** Describe the objectives to be achieved under the project and critical success factors for the Department, all based upon Contractor recommendations reviewed and refined by the Department, and any assumptions or limitations related to the project's implementation.
- **Project Scope:** Describe the overall scope of the implementation. The Project Scope statement acts as a confirmation of overall project scope. **Work Breakdown Structure (WBS):** Identify all activities and tasks required to fully implement, manage, and operate the PCPS program. As part of the Program Implementation Plan, the WBS provides an outline of the critical steps necessary to (execute equipment procurement, delivery, and installation to the Department, if applicable. The operational details on the system configuration and environment in respect of the Automated License Plate Recognition System will be memorialized in a new attachment (Attachment F System Configuration and Environment) to this SOW as soon as they are finalized.

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed-to activities, or milestones for which the Department is responsible that will affect the success of the implementation. All project activities and tasks, both Contractor's and the Department's, will be linked into a critical path analysis. Contractor and the Department will review updates to the project plan, including the critical path analysis, on a bi-weekly basis.
- **Project Team:** Identify Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.
- **Risk Assessment & Management:** Identify project risks and mechanisms to handle these risks, in a risk management plan.

Contractor shall be required to manage project activities and resources, and track project status. This shall include managing and tracking all issues. Contractor may be exempted from all or part of the requirements of this Subparagraph 3.1 only at the sole discretion of County Project Manager.

3.2 Develop a Training Plan – Parking Enforcement Detail Staff

Contractor shall provide a Training Plan for the Department's Parking Enforcement Detail staff who will interface with the PCPS System, together with related instructional materials, schedules, and a listing of any other equipment or materials needed to implement the plan. The Training Plan shall include, but not be limited to:

3.2.1 Contractor's description of the initial and ongoing training/consultation service requirements for the Department's Parking Enforcement staff in the management and operation of the PCPS System, and external subsystems, which must include, but are not limited to:

- Management orientation (e.g. computer service overview, available reporting options and methods, etc.)
- PCPS System (database)
- PCPS System management (general)
- Forms (transaction/function usage)
- Query tools and usage
- Ad hoc report writing
- Hand-held "electronic-ticket writer" computers
- Automated License Plate Recognition ("ALPR") systems

3.2.2 User documentation shall be written in a step-by-step, procedural format and shall also describe the functionality and operation of the System,

written for the non-technical user and presented in a form approved by the Department.

This documentation shall also include a detailed description of the functionality, operation, and care for all "field-use" computing devices, such as: handheld electronic-ticket writer computers and ALPR devices (collectively "Field Equipment").

Contractor shall provide training documentation in bound paper (hard copy), electronic, and on-line formats, as determined in the best interest of the County, by County's Project Director.

These materials shall be made available to the Department at no additional cost.

4.0 PARKING CITATION PROCESSING SERVICES

PCPS requirements outlined in this SOW specify certain steps Contractor must follow and are based in part upon California State law, local municipal codes, and Department policies. In the event of any conflict between the Work requirements listed herein, the California Vehicle Code ("CVC"), or the Los Angeles County Code ("LACC"), the CVC and LACC shall have precedence in that order over the Work requirements listed herein.

- 4.1 Contractor shall provide a complete PCPS program, including all support personnel and/or subcontractors, capable of processing between 200,000 and 250,000 parking citations per year, all as further described in this SOW and the Attachments hereto.
- 4.2 Contractor shall provide PCPS to the Department in satisfaction of the defined minimum County's Functional Business Requirements set forth in Attachment A to this SOW and any additional requirements which, in consultation with the Department, may be found to be unintentionally omitted from the County's Functional Business Requirements by the Department, yet are required to provide an optimum level of PCPS to the County.
- 4.3 Contractor shall provide to County web-enabled (internet), real-time access via Windows Browser™ technology, for a minimum of three (3) management-level staff and 8 administrative staff (11 total), to all citation data, vehicle registered-owner data, and citation processing status data, all as further described in this Statement of Work and the attachments hereto. Management and administrative staffing requirements are briefly described in Attachment D (Parking Enforcement Detail – Staffing Profile) to this SOW.

- 4.4 All processing activities, including direct public support (customer service) transactions, shall be subject to detailed audit by the Department, County, or other authorized entity.
- 4.5 Contractor's PCPS to be performed under the Contract shall include, but not be limited to:
- Processing of all electronic and hand-written citations
 - Processing Special Collections and Noticing
 - Provision of management reports to County
 - Provision of comprehensive PCPS System access to County
 - Provision of certain system-required programs
 - Provision of certain system-required functionality
 - Processing revenue collection, and depositing to County
 - Providing service-level Quality Control and auditing procedures

The PCPS is further described in this SOW and the Attachments hereto.

5.0 CITATION DATA PROCESSING (GENERAL)

- 5.1 Contractor shall provide County with the ability to upload to the System all electronically generated citations on a daily basis from remote locations throughout the County. Contractor shall ensure that such data is available for review by County in the System within twenty-four (24) hours of receipt of a citation upload.
- 5.2 Contractor's failure to input data from hand-written citations issued by County (Paragraph 6.4 of this SOW) or to make citation data available via the System within the time frames set forth throughout this Contract shall subject Contractor to the billing credits provision set forth in Paragraph 18.0 (Contractor's Guarantee) of this SOW.

6.0 HAND-WRITTEN CITATION PROCESSING

The Department and Participating Agencies "batch" hand-written citations and complete a "Batch Control Log." Contractor shall provide the transmittal and control forms to County, which will be completed and affixed to each batch of citations by the appropriate agency.

Contractor shall:

- 6.1 Pick up all hand-written citations, including all citation adds, updates, deletes, and dispositions, a minimum of four (4) times per week from the Sheriff's Parking Enforcement Detail, Tuesday through Friday or daily if the volume warrants. The

Parking Enforcement Detail is located at 4700 Ramona Boulevard, Room 225, Monterey Park, California 91754.

- 6.2 Reconcile the numerical count of hand-written citations with the batched citations list on the Batch Control Log within twenty-four (24) hours of receipt of the hand-written citations.
- 6.3 Provide System edits which "cross check" batch numbers and batch counts.
- 6.4 Input all hand-written citation data into the System within two (2) Business Days of receipt of the hand-written citations, inclusive of any hand-written citation adds, updates, deletes, and dispositions.
- 6.5 Maintain back-up hardware and software facilities to provide a level of redundancy sufficient to always ensure compliance with the requirement that handwritten citations be updated to the System within two (2) Business Days of receipt.
- 6.6 Maintain data verification and quality control process that will be performed to validate the data transcribed from the handwritten citations and input into the System.
- 6.7 Apply System checks for valid combinations of alpha or numeric data for particular fields and apply "check-digit" algorithms to control errors in the citation number data-entry field.
- 6.8 Provide a clear, archive-quality record of each hand-written citation and assign a sequential document locator number to each record.
- 6.9 Provide clearly readable facsimiles of all hand-written citations within seven (7) calendar days of a request from County Project Director.
- 6.10 Scan all hand-written citations to the System within two (2) Business Days of receipt.
- 6.11 Research any/all rejects or data errors and process data-entry correction, with revisions, within three (3) Business Days from the date the error was discovered.

7.0 SPECIAL COLLECTIONS - NOTICES

7.1 History

Most parking citations are resolved during normal processing by payment of the fine, by permanent suspension as a result of administrative review, or by adjudication. Nonetheless, some citations remain unpaid after all the specified

processing and collection efforts are completed. These open accounts may result from anomalies in the California DMV registration system, failure of a new owner to re-register a vehicle, inaccurate mailing addresses provided by the DMV, and other similar situations that may require Contractor to engage a more vigorous means of collection ("Special Collections"), such as:

- requesting DMV to place a hold on a vehicle registration renewal ("DMV Hold");
- requesting court action to obtain a civil judgment;
- requesting a state tax refund intercept; and
- any other remedy authorized under law.

7.2 Basis for Special Collections Fee

7.2.1 If payment has not been received within fifty (50) calendar days of the citation issue date, Contractor shall begin a formal Special Collections process.

7.2.2 Contractor's Special Collections Fee shall be based on a percentage of the fine collected. Contractor shall add the fee to the total amount due on all assigned accounts. Contractor shall pass the fee to the customer or violator. Contractor's Special Collections Fee shall be as set forth on Exhibit C (Pricing Sheet) of the Contract.

7.2.3 Contractor shall mail a DMV Hold Notice (see Subparagraph 7.3 (Notices, General) of this SOW) to the violator on the 51st day from the citation issue date indicating that a registration Hold will be placed on the vehicle.

7.2.4 If payment has not been received within fifty-five (55) calendar days of the citation issue date, Contractor shall place a DMV Hold on the vehicle on the 56th day from the citation issue date.

7.3 Notices, General

Contractor shall establish and maintain a System-integrated library of automated Notices. Notices differ from Correspondences in that Notices are generated by the System automatically when violators have failed to respond to a citation within specified time frames pursuant to the CVC or LACC.

7.3.1 Contractor's failure to produce Notices within the time frames specified throughout this Contract or inferred herein by the above-stated application of the CVC and/or LACC shall subject Contractor to the billing credits provision set forth in Paragraph 18.0 (Contractor's Guarantee) of this SOW.

- 7.3.2 All forms, Notices, and Correspondences must conform to applicable State and local law(s).
- 7.3.3 Attachment B (Sample Notices and Correspondences) to this SOW provides examples of nine (9) sample Notices and seven (7) standard sample Correspondences which shall be used by Contractor. Additional Notices and Correspondences, in formats to be approved by the Sheriff, will be required from time-to time.
- 7.3.4 Additional Notices and/or Correspondences, and textual changes to such documents, when requested by the Department, must be available for use within seven (7) Business Days of said request.
- 7.3.5 Any changes in format or changes in paper size must be ready for use within one (1) month of County Project Manager's approval of the proof provided by Contractor.

No Notice, Correspondence, form, or report may be changed without prior written approval of the County's Project Manager

7.4 Notice of Delinquent Parking

- 7.4.1 Contractor shall produce and mail an accurate "Notice of Delinquent Parking" (see Attachment B (Sample Notices and Correspondences) to this SOW) to the registered vehicle owner on the twenty-second (22nd) day after the issuance of any unpaid parking citation.
- 7.4.2 Contractor shall print the "Notice of Delinquent Parking" on the reverse side of the "Declaration of Non-Ownership (Or Lease/Rental)" (see Attachment B (Sample Notices and Correspondences) to this SOW).
- 7.4.3 Contractor shall send such Notice to the registered owner of the vehicle cited for the violation.
- 7.4.4 Contractor shall ensure that the Notice of Delinquent Parking (also "1st Notice") shall indicate the original penalty amount (minus any partial payments or adjustments to-date), new due date, and a warning that if the penalty is not paid within fourteen (14) calendar days of the Notice issue date, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.
- 7.4.5 If payment has not been received within fourteen (14) days of the 1st Notice issue date, Contractor shall mail a 2nd Notice of Delinquent Parking to the violator on the fifteenth (15) day from the 1st Notice issue

date. The 2nd Notice shall indicate the original penalty amount, the late payment penalty amount, new due date, and a warning that if the penalty (which includes additional penalties) is not paid within the specified time, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.

7.4.6 If payment has not been received within fifty (50) days of the citation issue date, Contractor shall implement the special collections process set forth in Subparagraph 7.2 (Basis for Special Collections Fee) of this SOW.

7.4.7 The period during which the citation may be contested expires on day fifty-one (51) after the citation issue date.

7.4.8 Contractor shall include with each Notice mailing, a return no-postage-paid envelope.

7.5 Additional Notices

When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner (see Subparagraph 11.1.2 (Name-and-Address Processing, DMV) of this SOW).

8.0 **MANAGEMENT REPORTS**

8.1 Contractor shall be required to produce certain Management Reports (not to exceed ten (10) formats) for the Department's Parking Enforcement Detail, which are not available to Parking Enforcement Detail staff via the System's ad-hoc reporting function (see Attachment A (County's Functional Business Requirements) to this SOW). The Management Reports will be used as tools for contract monitoring and Quality Assurance and serve as a gauge for Contractor productivity.

8.2 The County's Project Director, in consultation with Contractor's Project Manager, shall agree in advance to the Management Report designs and delivery media.

8.3 Contractor shall, throughout the term of this Contract, provide to County's Project Manager the following:

1. Monthly Revenue Distribution Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating agencies to include in the report design.).
2. Monthly Balance Sheet Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating

agencies to include in the report design.).

3. Monthly Revenue Collected by month/year-to-date, last year month/year-to-date by Reporting District number (RD) (Note: Prior to beginning work under this Contract, County will provide Contractor with a listing of the Sheriff's Reporting Districts for the PCPS System).
 4. Monthly Officer Performance by month/year-to-date, last year month/year-to-date.
 5. Monthly Officer Performance Time Issuance by agency, by month/year-to-date.
 6. Habitual Parking Violator Report (Upon request only).
 7. Monthly Citations Canceled or Dismissed by issuing agency, officer, authority (including a "reason code" for cancellation or dismissal by Initial Review, Administrative Hearing or Court Dismissal).
- 8.4 Contractor shall submit all Management Reports (except for Item 6 (Habitual Parking Violator Report) above) on or before the 25th day of each month (or the next Business Day, if it is a Saturday, Sunday or a County holiday) for the completed prior month.

9.0 ON-LINE INQUIRY AND PROCESSING

Contractor shall provide the Department with the following level of on-line inquiry and add/update capability to Contractor's PCPS System:

9.1 On-Line Inquiry and Processing (Queries)

Contractor shall provide the Department with comprehensive System query functionality. This capability shall minimally provide the Department with:

- 9.1.1 Current and historical data on registered vehicle owners;
- 9.1.2 Cross reference to citations via vehicle license plate number;
- 9.1.3 Citation-specific data such as: (1) time and location of citation issuance; (2) fine, penalty and payment data; (3) Scofflaw eligibility status; and (4) current status of citation; and
- 9.1.4 Inquiry capability to the various System programs, subsystems, and features.

Additional requirements for the On-Line Inquiry and Processing functions are

found in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

9.2 On-Line Adds/Updates

Contractor shall provide the Department with System-secured data input capability to the System, inclusive of on-line add and update functions. The on-line add/update features shall provide, but not be limited to, the following capabilities:

9.2.1 Add citations information and enter refunds, payments and dispositions;

9.2.2 Add citations information as follows:

- a. Original fine amount
- b. Late payment penalty (including exact date that late payment penalty was imposed)
- c. Total paid
- d. Total reduced
- e. Total due
- f. Amount overpaid
- g. Refund check number
- h. Refund check issuance date
- i. Overpayment amount (when applicable)
- j. Reason for refund
- k. VIN (Vehicle identification Number)
- l. Vehicle make
- m. Vehicle model
- n. Vehicle body type
- o. Vehicle color

9.2.3 Enter debits, corrections and adjustments to payments; and

9.2.4 Schedule Administrative Hearings on-line, including scheduling parameters and hearing limits.

9.2.5 The System must record the processing dates, times, and codes for the Temporary Marker which must be retained and permanently recorded on the final citation record.

Additional requirements for data input capability to the System are found in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

10.0 SYSTEM-REQUIRED PROGRAMS

10.1 Habitual Parking Violator Program (Boot and Tow)

Contractor shall provide the Department with a PCPS System with on-line capability to:

- 10.1.1 Determine those vehicles to which a mechanical immobilizing device (boot) may be affixed;
- 10.1.2 Identify the location of booted or impounded vehicles;
- 10.1.3 Track collection of boot, administrative, and impound fees; and
- 10.1.4 Notify the Department when a client has made payment.

Additional requirements for the Habitual Parking Violator Program are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

10.2 Vehicle Fleet Program

Contractor shall provide the Department with a PCPS System with on-line capability to process and track the collection of parking fees and the issuance of Notices, to corporate fleets and rental car companies.

Fleet program shall include queries on the following fields:

- a. Fleet operator identification number
- b. Fleet operator, name
- c. License plate numbers of vehicles registered in the fleet program
- d. VIN numbers of vehicles registered in the Fleet program

Additional requirements for the Vehicle Fleet Program are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

10.3 Installment Payment Program

Contractor shall provide the Department with a PCPS System with on-line capability to process and track the collection of parking fees under a Department-approved Installment Payment program.

Contractor shall issue Notices to responsible parties which are found in violation of the terms of their Installment Payment plan.

10.4 Ad-hoc Reporting Capability

The System shall provide an ad-hoc report generator utilizing field-chooser / drag-and drop report-writer technology. Contractor shall provide to the County the capability in determining accessible data sets for this feature.

The System shall, using the above ad-hoc feature, provide a comprehensive Habitual Parking Violator Reporting capability for the identification and seizure of habitual parking violators, and for all towed vehicles.

The System shall, using the above ad-hoc feature, provide a comprehensive Installment Payment Plan Reporting capability.

The System shall, using the above ad-hoc feature, provide a comprehensive Administrative Adjudication Hearing Reporting capability.

Notwithstanding the foregoing, the System shall, using the above ad-hoc feature, provide any report required by the County Project Director or County Project Manager as necessary.

Additional requirements for the Installment Payment Program are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.0 **SYSTEM-REQUIRED FUNCTIONALITY**

11.1 DMV Data Link

Contractor shall establish and maintain a System-integrated data link to the California Department of Motor Vehicles (DMV), as well as participating out-of-state motor vehicle registries, independent of the Department's. This capability must include:

- An on-line, real-time capability to place and release vehicle registration Holds with the California DMV, as well as other states' motor vehicle registries when possible.
- An on-line, real-time capability to process all DMV name-and-address transactions required to support Department operations.
- An on-line, real-time capability to obtain registered owner name-and-address information required to support Department operations.
- A feature which checks the DMV vehicle license plate and make of vehicle, against System citation information prior to Contractor's mailing of the Notice of Delinquent Parking.

11.1.1 Transmit and Release DMV "Holds"

Contractor shall transmit "Hold Notices" to DMV on the fifty-sixth (56th) day after the issuance of any citation, and where no disposition has occurred.

Contractor shall:

- release a Hold, via on-line, real-time transmission to DMV, within twenty-four (24) hours of disposition of the citation, or upon request of the Department, and
- purge a Hold from the PCPS System within thirty (30) calendar days of disposition.

11.1.2 Name-and-Address Processing, DMV

11.1.2.1 Returned Mail

For all mail (Notices, Correspondences, etc.) returned to Contractor as "undeliverable", Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) calendar days, in an attempt to obtain new registered owner address information.

11.1.2.2 Registered Owner Information

Contractor shall ensure that the System compares the issue date of the citation with the registered owner information on file at the DMV to determine the correct registered owner responsible for the citation.

When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner based upon vehicle transfer-of-ownership information provided by the party who relinquished ownership of the vehicle.

For any instance when the registered owner on file is determined by the Department to not be the responsible party, Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) calendar days, in an attempt to obtain new registered owner information. These attempts should include current registered owner, DMV work in process, and the registered owner at the

time of citation issuance.

If, after three (3) attempts are made, based on license plate number and make of vehicle, a registered owner's name and address is not obtainable, an error list shall be generated. The error list shall be sent to the Department in a format requested by County Project Director or designee.

Contractor shall generate a Correspondence advising the original respondent of the error, and that no further action will be taken, nor is required within two (2) Business Days.

****Contractor's per-transaction charge set forth on Exhibit C (Pricing Sheet) of the Contract includes any and all fees required to maintain the DMV Data Link capability.**

Additional requirements for the DMV Data Link capability are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.2 Hand-held Electronic-Ticket-Writer Capability

11.2.1 Contractor shall establish and maintain a System-integrated handheld electronic-ticket-writer capability. This shall minimally include an on-line capability to remotely upload (daily synchronization to the System from a docking station or other device) electronic tickets generated from handheld computing devices to the System.

11.2.2 Contractor shall furnish to the Department and Participating Agencies for use in accordance with terms of this Contract, seventy (70) handheld electronic-ticket-writer computing devices for use by the Department's Parking Enforcement Detail and Participating Agencies. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional devices throughout the term of the Contract.

Additional requirements for the handheld electronic-ticket-writer capability are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.3 Automated License Plate Recognition (ALPR) Capability

11.3.1 Contractor shall establish and maintain a System-integrated, automated license plate recognition ("ALPR") capability up to the latest Department standard. This capability must provide County with an on-line, real-time capability to upload license plate data to the System, as well as alert

Parking Enforcement Officers of any "hits" while in use.

- 11.3.2 Contractor shall furnish to the Department and Participating Agencies, five (5) ALPR systems for use by the Department's Parking Enforcement Detail and Participating Agencies in accordance with the terms of this Contract. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional ALPR systems throughout the term of the Contract. Contractor shall also provide all wireless data plans for ALPR systems provided at no additional cost to County.

Additional requirements for the ALPR capability are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.4 Administrative Adjudication Hearings Feature

Contractor shall establish and maintain a System-integrated Administrative Adjudication Hearings feature (System module). This capability must minimally assist the Parking Enforcement Detail administrative staff with information on case dispositions, payment status, and hearing schedules.

Additional requirements for the Administrative Adjudication Hearings feature are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.5 E-Payment Clearing House – Fidelity Information Services (FIS)

- 11.5.1 Contractor shall establish a working arrangement with Fidelity Information Services ("FIS"), the County's approved electronic payment provider.

- 11.5.2 The County's FIS contract provides a County-approved, secure (Payment Card Industry Data Security Standard ("PCI-DSS") compliant) transaction environment which enables the transfer of all forms of credit and debit card payments authorized hereunder (see Subparagraphs 11.6 (Interactive Voice Response (IVR) Capability-Telephones), 11.7 (Pay-by-Web Interface) and 12.1 (Collection of Payments by Lock Box/U.S. Mail/Electronic Commerce) of this SOW) direct to the County's electronic payment account.

- 11.5.3 Contractor shall utilize the FIS environment to secure all credit and debit payment transactions from Contractor's Point-of-Sale customer service centers (Subparagraph 12.1 (Collection of Payments by Lock Box/U.S.

Mail/Electronic Commerce) of this SOW), as well as IVR (Paragraph 11.6 (Interactive Voice Response (IVR) Capability-Telephones) of this SOW) and Pay-by-Web (Paragraph 11.7 (Pay-by-Web Interface) of this SOW) subsystems.

11.5.4 Contractor shall establish a working arrangement with FIS within six (6) months of the effective date of this Contract.

11.5.5 Contractor's failure to establish a working arrangement with FIS within the prescribed time frame shall subject Contractor to billing credits detailed in Paragraph 18.0 (Contractor's Guarantee) of this SOW.

Additional business and technical requirements for the FIS feature are further detailed in, though not limited to, those set forth in Attachments A (County's Functional Business Requirements) and E (Fidelity Information Services) to this SOW.

11.6 Interactive Voice Response (IVR) Capability – Telephones

Contractor shall establish and maintain a System-integrated interactive voice-response ("IVR")-telephone system capability. All telephonic payment transactions (credit cards, etc.) and automated inquiries to the IVR must, in real time, update to the PCPS System.

11.6.1 Contractor shall provide customers with toll-free numbers, automated telephone call directory services, and IVR capabilities, as needed.

11.6.2 Contractor shall provide trained customer-service staff in local (Los Angeles and/or surrounding counties) office facilities to manage and respond to, all telephone inquiries.

11.6.3 Contractor shall provide customer service staff access to the PCPS System.

11.6.4 Contractor shall ensure that all calls are answered by the fourth ring and shall be personally answered by a Contractor representative in not more than three (3) minutes from the time of receipt by the IVR.

11.6.5 Contractor's customer-service telephone hours shall be from 8:00 a.m. to 5:00 p.m., including the lunch hour, on all County Business days.

11.6.6 Contractor shall ensure that the IVR component of the telephone system will be active twenty-four (24) hours per day, seven (7) days per week.

11.6.7 Contractor shall ensure that the IVR provides customers with account

status and payment information.

- 11.6.8 Contractor shall utilize FIS to secure all credit card (VISA, MasterCard, American Express, and Discover Card) and PIN-less debit card transactions to the County, via the IVR subsystem.
- 11.6.9 Contractor shall ensure that all customers who utilize the IVR to process an electronic payment are provided with an audio advisory that an electronic processing transaction fee in the amount of \$2.49 will be charged to the customer's account, in addition to the citation fine amount. (The fee will be assessed by FIS at the time of the transaction.)
- 11.6.10 Contractor shall comply with the most current Payment Card Industry Data Security Standard ("PCI-DSS") encryption standards for Contractor's IVR subsystem and upon request by County, Contractor shall provide to both County and FIS representatives, evidence of such compliance.
- 11.6.11 Contractor shall not store into digital memory, nor record manually, any credit card transaction information; but especially credit card numbers and personal identification numbers ("PINS"), which are processed via Contractor's IVR subsystem.
- 11.6.12 Contractor shall implement the IVR subsystem within six (6) months of the Contract's effective date.
- 11.6.13 Contractor's failure to implement the IVR subsystem, inclusive of a fully functional credit and debit card payment component (utilizing the services of FIS), within the prescribed time frame shall subject Contractor to Billing Credits detailed in Paragraph 18.0 (Contractor's Guarantee) of this SOW.

Additional requirements for the IVR/telephone response feature are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.7 Pay-by-Web Interface

Contractor shall provide and maintain a System-integrated, Department-approved Pay-by-Web interface ("website") which meets the United States Access Board Section 508 Standards and Guideline 1194.22 on Web-based Intranet and Internet Information and Applications.

The website shall provide customers with account status and payment information, as well as provide for online electronic payment processing utilizing

a direct link (HTTP Secure or "HTTPS" protocol) to County's electronic payment processing provider, FIS (see Subparagraph 11.5 (E-Payment Clearing House – Fidelity Information Services) of this SOW).

- 11.7.1 Contractor shall design and/or provide a Department-approved website. The new website is subject to review by the County's E-Commerce Readiness Group (ERG).
- 11.7.2 Contractor shall implement the Pay-by-Web interface ("website") within six (6) months of the Contract's effective date.
- 11.7.3 Contractor shall utilize FIS to secure all credit card (VISA, MasterCard, American Express, and Discover Card) and PIN-less debit card transactions to the County, via the Pay-by-Web interface.
- 11.7.4 Contractor shall ensure that all customers who utilize the Pay-by-Web feature to process an electronic payment, are notified on the website, with a prominently displayed advisory that an electronic processing transaction fee (in the amount of \$2.49) will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by FIS at the time of the transaction).
- 11.7.5 Contractor shall ensure that the website is accessible twenty-four (24) hours per day, seven (7) days per week.
- 11.7.6 Contractor shall provide a toll-free help-desk phone number on the website, located and centered in prominent view, for customer access when problems arise with the website. The help-desk shall be accessible Mondays through Fridays, 8:00 a.m. to 5:00 p.m. (pacific-standard time), excluding County holidays.
- 11.7.7 The design and functionality of the website application are subject to the review and approval of Department's Data Systems Bureau and the County's Project Director.
 - 11.7.7.1 Within thirty (30) calendar days of the Contract's effective date, Contractor shall submit the proposed website to the County (which as meant herein includes: the County's Project Director, County's ERG, FIS technical staff, and the Department's Data Systems Bureau) for an initial review of the design, format, and data requirements for the website.
 - 11.7.7.2 County's Project Director will coordinate the initial review. This initial review period shall not exceed fourteen (14) calendar

days.

11.7.7.3 Contractor shall execute any required revisions to the website within thirty (30) calendar days of County's initial review and submit version 2 of the website for final review.

11.7.7.4 County's Project Director will coordinate the final review. The final review period shall not exceed fourteen (14) calendar days.

11.7.7.5 Contractor shall submit additional revisions of the proposed website to the County for review as needed, to achieve final approval. County's review period shall not exceed fourteen (14) calendar days, but in no event shall the County be obligated to provide such approval in less than five (5) Business Days.

11.7.7.6 County shall not be responsible for Contractor's failure to achieve County's approval of the website within the prescribed deadlines.

11.7.8 Contractor's failure to achieve County approval for the proposed website shall subject Contractor to Billing Credits detailed in Paragraph 18.0 (Contractor's Guarantee) of this SOW.

Additional requirements for the Pay-by-Web feature are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

11.8 Automated Correspondence

Contractor shall establish and maintain a System-integrated library of automated Correspondences which shall be kept for no less than five (5) years.

Correspondences differ from Notices in that Correspondences are generated by the System in response to a written inquiry from a customer/violator regarding any number of parking violation matters, including their citation, initial review, Administrative Hearing, or customer service.

Contractor shall send a Correspondence to the respondent within three (3) working days of receipt of a respondent's written inquiry. Following is a sample list of standard Correspondence set forth in Attachment B (Sample Notices and Correspondences) to this SOW:

- Disabled Parking Privileges

- Disabled Vehicle
- 30-Day Extension on Payment
- Permit Parking
- Deposit of Fine Prior to Hearing
- 5204 (a) Equipment Violation
- Stolen Vehicle

The Department reserves the right to add to, and/or delete any of the above Correspondence formats.

12.0 COLLECTIONS AND DEPOSITS

12.1 Collection of Payments by Lock Box/U.S. Mail/Electronic Commerce

- 12.1.1 Contractor shall establish, operate, and maintain one or more fully operational corporate centers, centrally located in Los Angeles County. The County will be sole judge as to "centrally located". The corporate center(s) shall be open to the public and shall provide a Point-of-Sale (POS) cashiering function, as well as citation support services, to the public within three (3) months of the effective date of this Contract. "Fully operational" means, except as specified under Subparagraph 12.1.5, the corporate center shall be fully staffed and equipped, both electronically (computer workstations, fully operational System, etc.) and telephonically. County shall not pay for the establishment of the corporate center or any portion thereof, or for any portion of the Point-of-Sale cashiering function.
- 12.1.2 Contractor's failure to establish the POS cashiering function as described above, within the prescribed time frame shall subject Contractor to billing credits detailed in Paragraph 18.0 (Contractor's Guarantee) of this SOW.
- 12.1.3 The POS centers shall be subject to inspection by the County at any time. Contractor shall install locked citation cash-payment drop boxes for after-hours use at the POS centers, in a manner required by the County for receipt of payment. Contractor shall provide for the daily collection and processing of these payments.
- 12.1.4 Contractor shall provide for the daily collection and processing of citation payments made by U.S. mail to Contractor's established Post Office box. Contractor shall ensure that mail pick-up from the Post Office box and delivery to the Contractor's facility is executed by an appropriately licensed and bonded courier or bonded employee at least once each

Business Day.

- 12.1.5 Contractor shall accept cash, check, credit card (MasterCard, American Express, Discover, Visa), and PIN-based debit card transactions at Contractor's POS centers (Subparagraph 12.1.1 of this SOW). Contractor shall only accept cash, personal checks, and money order payments via U.S. mail (Subparagraph 12.1.4 of this SOW). All cash and check payments, whether through the U.S. mail or via the Contractor's POS center must be handled using the following steps:
- Document batch preparation
 - Endorse/encode payment documents and batches with a unique control number
 - Process payments associated with citations
 - Process payments associated with Notices
 - Copy payment document
 - Scan payment document to the PCPS System
 - Process items which must be handled separately (example: a citation payment accompanied by a letter)
 - Ensure balanced accounts
 - Account reconciliation
 - Deposit preparation
 - On-line update of transaction to the PCPS System
- 12.1.6 Contractor shall utilize the services of FIS to secure all electronic credit card / debit card transactions at POS centers within three (3) months of the Contract's effective date.
- 12.1.7 Contractor shall comply with the most current PCI-DSS with respect to Contractor's provision of the POS services described under this Contract, including but not limited to the POS PIN-entry devices and communication system, and Contractor shall, upon County's request, provide, both to County and to FIS representatives, evidence of such compliance.
- 12.1.8 Contractor shall not store on disks, nor record manually, any credit and/or debit card transaction information; but especially credit/debit card numbers and personal identification numbers (PINS), processed at Contractor's POS centers.
- 12.1.9 Contractor shall prominently display an "electronic processing fee advisory" at all POS centers, which states that an amount \$2.49 will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by FIS at the time of the

transaction.)

12.2 Deposits to County

12.2.1 Deposits – from Cash / Check Payments

- a. The Contractor shall have Check 21 capabilities, which would allow the recipient of the original paper check to create a digital version of the original check, in an electronic format, thereby eliminating the need for further handling of the physical document.
- b. Contractor shall process all cash and check payments daily, and shall make deposits directly into the Department's 'deposit-only' banking account within twenty-four (24) hours of Contractor's receipt of said payment. Contractor shall do so in accordance with policies and procedures described in the County's Fiscal Manual. (County will provide Contractor with access to the County's Fiscal Manual for Contractor's reference and use.)
- c. Contractor shall, in accordance with County's fiscal policies and procedures as set forth in the County's Fiscal Manual and elsewhere, prepare and retain all required records for every deposit to the Department's bank account. All cash shall be transferred by an armored, bonded courier provided by Contractor, and subject to approval by the Department.

d. Returned Checks for Non-Sufficient Funds (NSF)

Contractor shall prepare and send a Correspondence to the issuer(s) of the returned check to provide notification that a penalty fee has been added to the total citation payment due. Contractor shall ensure that such remedial payments are made with cash, cashier's check or money order only and made payable to the Los Angeles County Sheriff's Department, as provided for in California Government Code section 6157 and in LACC 5.02.010.

- e. The current NSF penalty fee is \$33.00, but is subject to change at any time, upon action by the Los Angeles County Board of Supervisors. Contractor shall collect and process all NSF check repayments (including NSF penalty charges) and deposit said funds directly to the Sheriff's parking citation account within twenty-four (24) hours of receipt.

12.2.2 Electronic Deposits (e-Deposits) – from Electronic Payments

- a. Contractor will provide FIS with electronic payment request information all required fields including but not limited to: merchant code, settle code, merchant password, merchant amount, and user part data, must be submitted in the form post to progress through FIS' gateway. Upon awarding the contract, the vendor will be required to sign a non-disclosure contract with FIS prior to receiving the application certification documents.
- b. Credit Card / Debit Card Fraud. Contractor will, upon discovery that a fraudulent credit card was utilized to initiate payment on a citation, provide County with electronic notification. Contractor shall retain all documentation throughout the term of this Contract.

12.3 Account Reconciliation and Controls

- 12.3.1 Contractor shall provide written reconciliation control procedures to the County's Project Director for review and approval within fifteen (15) calendar days of Contract effective date.
- 12.3.2 Contractor shall reconcile all cash / check deposits to the Department's accounts monthly. The reconciliation shall be prepared by Contractor each month and submitted to County Project Director.
- 12.3.3 Contractor shall provide a Monthly Revenue Distribution (MRD) Listing Report (Paragraph 8.0 (Management Reports) of this SOW) in a format approved in writing, by the County's Project Director. The MRD shall list the Department, and each Participating Agency scheduled to receive a portion of the revenue, the percentage of distribution, and the amounts to be distributed to the Department and to each Participating Agency, as designated by current law, statutes, codes, ordinances, rules, and regulations, as they may be amended from time to time, or other requirements or categories, as prescribed in writing by the Sheriff, including but not limited to:
 - DMV Hold fees
 - California Government Code Sections 76000(b), 76100 , 76101, and 70372(b)
 - California Penal Code Section 1465.5
- 12.3.4 Contractor shall provide the Department with adequate assurance that all internal control procedures are followed in the handling of collections. If the Department determines that additional controls are necessary, Contractor shall implement such additional controls or alternative

procedures, to be approved by County's Project Director.

12.3.5 Contractor shall be responsible for all collection shortages which may occur during Contractor's collection and processing activities.

Additional requirements for Collections and Deposits may be found in, though not limited to, those set forth in Attachment A (Department's Functional Business Requirements) to this SOW.

13.0 CONTRACTOR'S RESPONSIBILITIES

13.1 Compliance with Law

Without limiting any other provision of the Contract, Contractor shall conform to and abide by all municipal and County ordinances, State of California, and United State Federal Government laws and regulations, as they may be amended from time to time, insofar as the same or any of these laws are applicable.

13.2 Compliance with Rules and Regulations

Without limiting any other provision of the Contract, Contractor shall conform to and abide by all rules and regulations of the County and the Sheriff, as they may be amended from time to time, insofar as the same, or any of them, are applicable.

13.3 Program Restrictions

Contractor shall not, nor shall any of Contractor's staff, dispense legal advice or provide direct legal representation to any member of the public (customer or violator) who may be subject to any parking citation process, whether through this Contract, or any other contract Contractor may have in any other jurisdiction.

Contractor shall implement necessary procedures to ensure that the PCPS program is not used to solicit business for private practitioners or others, nor used to provide referrals to for-profit agencies or individuals.

Violation of this Subparagraph 13.3 (Program Restrictions) of this SOW shall be cause for termination of the Contract for default.

13.4 Contractor's Response to County's Inquiries or Complaint

Help Desk

At least one (1) Contractor employee must be available during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and/or complaints

from the Department's Parking Enforcement staff regarding Contractor's performance of the Contract.

Contractor's Help Desk feature shall minimally provide a toll-free telephonic answering service, as well as an on-line "System Support" email address, to receive inquiries from the Department's Parking Enforcement staff outside of normal business hours. This Help Desk is independent of and separate from the IVR subsystem.

After-hours, non-emergency remedial calls from County received by Contractor's answering service shall be responded to on the next Business Day.

13.4.1 Contractor's Service Call Tracking System

Contractor shall maintain a complete service-call tracking system for the purpose of receiving and tracking inquiries and/or complaints from the County. This system shall minimally include:

- a. Dates and times service calls are placed;
- b. Dates and times service calls are dispatched and completed;
- c. Facility from which service call is placed;
- d. Name of the person who placed the service call;
- e. Description of problem;
- f. Description of work completed or disposition of Work in progress; and
- g. Contractor employee's full printed name;

Upon resolution of each inquiry or complaint by County, Contractor's Help Desk staff shall provide County personnel a completed electronic service ticket receipt (via e-mail) documenting the disposition of the inquiry or complaint.

- 13.5 Contractor shall ensure that all Contractor employees providing services under this Contract are trained and qualified in their assigned tasks relative to this Contract and have met the established quality standards of Contractor, as approved by the County, pursuant to Paragraphs 16.0 (Quality Control Plan) and 17.0 (Quality Assurances Plan) of this SOW.
- 13.6 The Contractor shall be responsible for the protection of personal identifiable information and shall indemnify the County in the event of a data breach, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The Contractor shall also ensure that the storage, access, processing, and transmission of all personally identifiable data associated with a credit card holder will meet the Payment Card Industry Data Security Standard.

- 13.7 The Contractor shall keep and maintain all data in the PCPS System for not less than five (5) years and shall furnish the data in any format as and when required by the County Project Director or County Project Manager.

Contractor shall provide training programs for all new employees and continuing, in-service training for all existing employees associated with this Contract.

14.0 CONTRACTOR'S STAFF

- 14.1 Contractor shall staff one (1) fulltime Contractor Project Manager to the PCPS program. The duties of the Contractor Project Manager are briefly described in Subparagraph 7.1 (Contractor's Project Manager) of the Contract.
- 14.2 Contractor Project Manager shall confer with County Project Director on a monthly basis regarding Contractor performance or as otherwise directed by County.
- 14.3 Contractor shall ensure that the Contractor Project Manager is able to receive telephonic cell phone and/or email communication from the Department's Parking Enforcement staff, as needed, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, in order to respond to emergencies or other critical operation requirements. Contractor's Project Manager shall act as a central point of contact with County.
- 14.4 County Project Director will provide to Contractor a listing of all County holidays for each calendar year, throughout the term of this Contract.
- 14.5 Contractor Project Manager shall have five (5) years of experience in the management of work requirements for PCPS similar in type and complexity to the work described herein. Contractor Project Manager shall be deemed acceptable only after approval by County Project Director. Contractor shall submit resumes of its proposed Contractor Project Manager and one alternate to the County Project Director for review and approval.
- 14.6 Contractor shall, prior to execution of this Contract with County, provide to the County Project Manager, upon request, any and all professional licenses or certificates (where applicable) of proposed staff assigned to the PCPS program, as related to work described herein and throughout this Contract. Further, Contractor shall annually provide, upon request, all updated documents described above to the County Project Manager upon request.
- 14.7 Contractor's employees providing services under this Contract shall prominently display Contractor-provided identification badges at all times while conducting business at County facilities. Such identification shall minimally identify the company name and employee name of the employee entering into a County

facility.

- 14.8 Contractor Project Manager and/or alternate shall be replaced within thirty (30) days when, as determined by County Project Director, either individual fails to perform effectively, and/or fails to ensure Contractor's compliance with the Contract.

14.9 Contractor Project Manager Staff Reassignment

Any changes in the Contractor Project Manager and/or designated alternate, as proposed by Contractor, shall be subject to a thirty (30) calendar day advance written notice to the County Project Director. County Project Director may require copies of resumes or any other documents for any proposed replacement staff and may require a formal interview with the proposed replacement.

- 14.10 Contractor's employees shall fluently read, write, speak, and understand English.

- 14.11 The conditions outlined in this Paragraph 14.0 of this SOW are supplemental to those listed in Paragraph 7.0 (Administration of Contract – Contractor) of the Contract.

15.0 MATERIALS AND EQUIPMENT

15.1 Contractor's Material and Equipment

Contractor shall purchase, and provide to the County, all computing equipment, including ten (10) desktop computing hardware devices to be configured to LASD security standards, including CPUs, monitors, laser printers, scanners, and/or peripheral computing devices, seventy (70) handheld electronic-ticket-writer computing devices, including handheld docking stations, and five (5) Automated License Plate Recognition (ALPR) systems, (collectively in this Paragraph 15.0 only, Equipment) needed to provide PCPS under this Contract, including those for use by County in accordance with the terms of this Contract. It is anticipated that the County's need for desktop computing hardware devices, handheld electronic ticket-writer computing devices, and ALPR systems may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required desktop computing hardware devices, handheld electronic ticket-writer computing devices, and ALPR systems by no more than twenty percent (20%) during the term of the Contract. The desktop computing hardware devices shall meet or exceed the Department's specifications found in Attachment C (LASD Desktop Computing Workstation Baseline) of this SOW.

- 15.2 Contractor shall maintain all of its Equipment in accordance with original Equipment manufacturer (OEM) standards or other regulatory standards as they may apply and shall check said equipment before use for safety and functionality. All damaged

or malfunctioned equipment/parts shall be repaired or replaced as necessary within three (3) Business days upon notification from the County Project Director or County Project Manager.

15.3 Material Standards (Maintenance, Repairs of Contractor-Owned Equipment)

15.3.1 Contractor shall ensure that either original equipment manufacturer (OEM) parts or alternates that meet or exceed OEM standards are used in the repair of Equipment. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts and the expense of repairing or replacing damaged PCPS Equipment or property.

15.3.2 When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal" quality. All materials and equipment shall be new or of an approved type or certified overhauled and installed as recommended by the manufacturer.

15.3.3 Contractor shall not charge County, and County shall not be obligated to pay, freight charges.

16.0 QUALITY CONTROL PLAN

16.1 Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. plan to the County Project Manager within fifteen (15) Business Days of the Contract's effective date. This operational plan shall be used to ensure compliance with all contract administrative requirements. The Q.C. plan shall include, but not be limited to, the following:

- a. Activities to be monitored to ensure compliance with all contract administrative requirements;
- b. Contractor's written policy and procedures for receiving, investigating, and responding to complaints;
- c. Contractor's written policies and procedures for licensing, certifying, qualifying and training requirements for technical staff;
- d. Contractor's written system security plan;
- e. Contractor's written facility security plan;
- f. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.);
- g. Frequency of monitoring; and
- h. The method for reviewing and recording all employee work quality inspections to be conducted by Contractor, any corrective action taken, the time a problem

was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action shall be provided to County upon request.

16.2 Project Controls and Reporting

In an effort to ensure that the PCPS program is administered, the Department reserves the right to inspect any of Contractor's work-in-progress at any time during the term of the Contract.

16.3 Inspection of Work-in-Progress

Contractor shall permit the County Project Director or County Project Manager, or designee to inspect any and all of Contractor's work-in-progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by Contractor, and to ensure that Work products are in conformance with work specifications and contractual requirements. Any deviations from such work specifications and contractual requirements must be immediately corrected by Contractor, at no cost to County.

17.0 QUALITY ASSURANCE PLAN

17.1 Contractor shall establish and utilize a comprehensive Quality Assurance ("Q.A.") plan. Contractor shall submit the Q.A. plan to the County Project Manager within fifteen (15) Business Days of the Contract's effective date. The Q.A. plan and methods must provide adequate confidence to County that the services to be rendered will satisfy the outcomes identified in this Contract, including this SOW.

17.2 Minimally, the Q.A. plan must describe the method(s) for ensuring PCPS System performance (Subparagraph 18.1 (System Performance) of this SOW), PCPS System security, disaster recovery and data redundancy plans, facility security, and ensuring the integrity of Contractor's accounting processes. The Q.A. plan shall be used to document any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. All Q.A. documentation shall be provided to County upon request.

17.3 The Q.A plan must also outline Contractor's training programs respective of the services to be provided herein, as well as training standards used to qualify Contractor's staff for Work.

17.4 Contract Discrepancy

Verbal notification of a contract discrepancy shall be made by County Project Manager to Contractor Project Manager as soon as possible after a Contract

discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by Contractor and County.

17.4.1 Contract Discrepancy Reports

County Project Manager shall determine whether a formal Contract Discrepancy Report ("CDR"), attached as Exhibit K (Contract Discrepancy Report) of this Contract, will be issued. Upon receipt of such CDR, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancy(s) or presenting contrary evidence. Contractor shall submit its plan to correct the deficiency(s) identified in the CDR to County Project Manager within ten (10) Business days.

18.0 **CONTRACTOR'S GUARANTEE**

18.1 System Performance

Contractor shall guarantee fully-operational PCPS System performance in accordance with the terms of this Contract at a minimum rate of not less than ninety-five percent (95%) monthly. Contractor shall review PCPS System performance monthly, or as often as necessary, to verify the 95% performance standard covered under this Contract and shall report to the County on a monthly basis.

18.1.1 System Downtime (non-operational) Defined

For purposes of this Contract, the PCPS System is considered non-operational when a) the entire System is not functional, or b) a component of the System is not working properly and adversely impacting the ability of the System to fully function as intended by Contractor, in satisfaction of County's Functional Business Requirements set forth in Attachment A to this SOW and otherwise in accordance with the terms of this Contract.

In either instance, downtime shall be considered "System Downtime", and shall be calculated in monthly increments by calendar month in the following manner: (1) total hours per day the System is required by County to be in service, (2) times the number of required days in service per month, (3) times 95%. (Prior to beginning work under this Contract, County will provide Contractor with the "in-service" requirements (hours) for the PCPS System for County's review and approval.)

18.1.2 System Downtime Exceptions

Contractor shall not be responsible for System Downtime which results from any of the following:

1. Facility Power failure(s) not caused by Contractor;
2. County data system or network failure not caused by Contractor;
3. County operator error; or
4. Force majeure events described in Subparagraph 8.20 (Force Majeure) of the Contract.

For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective System and provide a revised figure to Contractor. Notwithstanding this Paragraph 18.1 of this SOW, Contractor shall nonetheless provide all repair services required under this Contract within the time frames and in the manner set forth in Paragraph 3.0 (Program Implementation Plan) of this SOW.

18.1.3 System Failure – Billing Credits

If the PCPS System fails to meet the ninety five percent (95%) performance standard for any calendar month throughout the term of this Contract, Contractor shall issue to County, and County shall be entitled to credit for the following calendar month based upon the monthly service contract price for PCP service, which shall be determined as follows:

<u>PCPS System uptime</u>	<u>Applied Invoice Credit</u>
95% - 100% uptime	0%
90% - 94.9% uptime	10%
85% - 89.9% uptime	15%
80% - 84.9% uptime	20%
Below 80%	25%

18.1.4 Contractor shall, within five (5) Business Days of the close of each previous month, provide County Project Manager with a summary PCPS System Status Management Report. The summary Report shall minimally include: County's required in-service hours, actual hours in service, percent of hours in operation, and billing credit due to County, if any.

18.1.5 County may review Contractor's service-call tracking system, or other records (see Subparagraph 13.4.1 of this SOW), as often as necessary, but not less than annually. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.

18.1.6 Contractor shall be considered by County to be in default of this Contract, and County shall have the right to provide Contractor with notice thereof, if the PCPS System which is not in service, as defined in Subparagraph 18.2 (Fidelity Information Services (FIS), Pay-by-Web, IVR, POS – Billing Credits) of this SOW, for thirty (30) consecutive calendar days and for which Contractor has not provided adequate remedy as provided in this SOW or determined by County.

18.1.7 Error Corrections

Contractor shall satisfactorily correct, at no cost to County, all computer software and hardware malfunctions or any other errors attributable to Contractor. Contractor shall repair or correct those malfunctions or errors which impact Department's Parking Enforcement operation within two (2) days of receipt of notice from the Department and shall be liable for any direct or indirect costs incurred by the Department associated with any errors.

18.2 Fidelity Information Services (FIS), Pay-by-Web, IVR, POS – Billing Credits

18.2.1 Integration with FIS

Failure of Contractor to successfully establish an arrangement with County's e-payment processing service provider, FIS, within six (6) months of this Contract's effective date shall subject Contractor to a thirty percent (30%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.2 Pay-By-Web

Failure of Contractor to successfully implement a System-integrated, Department-approved Pay-by-Web interface (website) within six (6) months of this Contract's effective date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.3 IVR

Failure of Contractor to successfully execute a System-integrated, Department-approved IVR subsystem, inclusive of a fully functional electronic payment component within six (6) months of this Contract's effective date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.4 Establishment of Centrally Located POS Center

Failure of Contractor to successfully establish, operate and maintain one or more fully operational POS centers (as described in Subparagraph 12.1.1 of this SOW) within three (3) months of the effective date of this Contract shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month four (4), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.2.5 POS Electronic Payment Processing

Failure of Contractor to successfully execute a System-integrated, Department-approved POS electronic payment processing capability within six (6) months of this Contract's effective date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.

18.3 Notices, Timely Delivery

In accordance with guidelines provided for in the CVC and/or LACC and/or elsewhere hereunder, Contractor shall mail all Notices on unpaid citations within their prescribed timeframes.

Contractor shall mail Notices of delinquency for each unresolved citation, as well as other Notices approved by the Department, including Notices for partially paid citations.

An additional Notice shall be required to be sent to a new registered owner if the first Notice is sent in error, to a person who no longer owns the cited vehicle (Subparagraph 11.1.2 (Name-and-Address Processing, DMV) of this SOW).

Upon Contractor's failure to mail said Notices, billing credits shall be imposed based upon the following schedule:

<u>No. Days Late</u>	<u>% Credit Per Citation</u>
3-5 days	10%
6-10 days	20%
11-20 days	30%
21-29 days	50%
30 or more days	100% (each citation processed without charge to the County)

Example: First Notices must be mailed no later than twenty-two (22) days after citation issuance. Contractor mails one thousand (1,000) "Notice of Delinquent Parking" m6 forms to registered owners fifty (50) days after issuance of citation, which is twenty-eight (28) days outside of the agreed days. The billing credit shall be computed as follows:

$$1,000 \times \text{Basic Processing Fee} = \text{Invoice Amount} \times .50 = \text{Billing Credit.}$$

18.4 Citation Data, Timely Input

Contractor shall input one hundred percent (100%) of all hand-written citation adds, updates, deletes and dispositions into the PCPS System within two (2) Business Days of pick-up. The Department may verify data entry either by output reports, or on-line inquiry.

County shall approve the data and shall verify the accuracy and timeliness of all on-line records, reports, and output generated by the System.

For any and all citation data which is not entered in the System within the required time frame, billing credits shall be imposed upon Contractor based upon the following schedule:

<u>No. Days Late</u>	<u>% Credit Per Citation</u>
3-5 days	25%
6-13 days	50%
14-21 days	75%
21 or more days	100%

18.5 PCPS System Maintenance / Performance

Contractor shall make all configurations, adjustments, and modifications to the PCPS System (including, but not limited to, all software maintenance, upgrades, updates, and patches) at its own expense so that the PCPS System will successfully perform in accordance with this SOW, satisfy all of County's Functional Business Requirements set forth in Attachment A to this SOW and otherwise perform in accordance with the terms of this Contract.

19.0 **CONTRACTOR'S WARRANTY**

In addition to other warranties elsewhere in this Contract:

19.1 To Provide Professional Skills and Performance

Contractor warrants that all work performed under this Contract will be performed in a timely and professional manner using only qualified, skilled, trained staff specifically qualified to administer and support the PCPS program. Further, Contractor warrants that all deliverables, services, and other work provided shall satisfy County's Functional Business Requirements set forth in Attachment A to this SOW and other work requirements listed herein.

19.2 To Maintain the PCPS System within Specifications

Contractor warrants that it will maintain the PCPS System sufficiently so to meet or exceed the performance capabilities, characteristics, specifications, functions, and standards listed in County's Functional Business Requirements set forth in Attachment A to this SOW.

19.3 To Maintain Desktop Computing and Field Equipment within Specifications

19.3.1 Contractor shall, throughout the term of the Contract, provide a minimum of one (1) desktop computing hardware upgrade to the Parking Enforcement Detail which shall meet or exceed the Department's Desktop Computing Standards published in Attachment C (LASD Desktop Computing Workstation Baseline) to this SOW. Contractor shall provide additional upgrades to the desktop computing hardware as the standards are revised from time to time by the Department and incorporated herein. Contractor shall not be required to provide an upgrade, if existing desktop computing hardware meets or exceeds any revision to Attachment C (LASD Desktop Computing Workstation Baseline) to this SOW.

19.3.2 Contractor warrants that it will maintain the Field Equipment sufficiently so to meet or exceed the original equipment manufacturer's performance capabilities, characteristics, specifications, and functions, which shall be

in compliance with County's Functional Business Requirements set forth in Attachment A to this SOW and otherwise perform in accordance with the terms of this Contract.

20.0 SECURITY

20.1 Contractor shall provide comprehensive System security which restricts usage and provides a journal of all user transactions. Contractor's System security plan, which must meet the Department's requirements and be approved by the Departmental Information Security Office, is due within fifteen (15) calendar days of the Contract effective date, and shall be submitted as a component of the Quality Control Plan set forth in Paragraph 16.0 of this SOW.

20.2 Contractor facility(ies) must have security system that includes the following:

- a. Controlled entry to facilities
- b. Facility alarms
- c. Controlled access to processing areas
- d. Security cameras and security guards at each public service center
- e. Written policies and procedures for facility security

20.3 Contractor's System access requirements:

- a. Restricted access to the System by time of day (i.e., local time)
- b. Restricted access to the System by workstation
- c. Restricted access to the System based on variety of security clearance levels
- d. Restricted access to certain functions based on a user's profile (logon / password)
- e. Restricted access based provided upon proper authorization
- f. Written, System security policies and procedures
- g. Written, System security training program
- h. Unique user access identification must be changed at periodic intervals (e.g., number of days)
- i. Anti-virus detection and control
- j. Anti-spyware detection and control
- k. System firewall protection
- l. Internet firewall protection

20.4 Contractor's data security/data integrity system shall include:

- a. Mirrored data servers providing real-time data redundancy in event of System failure
- b. Nightly serial tape backups of System data – or similar feature

- c. Audit trails and reports are permanently retained for each citation, including the date, time, and identification of any System user making a correction/change to citation data
- d. Transaction histories for every transaction
- e. Data control and reconciliation procedures for every system update
- f. Reports as-needed to verify compliance

20.5 Contractor's shall provide a System security plan, which must meet the Department's requirements and be approved by the Departmental Information Security Office, is due within fifteen (15) calendar days of the Contract effective date and shall be submitted as a component of the Quality Control Plan set forth in Paragraph 16.0 of this SOW.

Additional security requirements are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to this SOW.

21.0 CONTRACTOR'S OBLIGATION TO PROVIDE FUTURE CONVERSION SERVICES

Without limiting Contractor's responsibilities to County or the Department, as provided for in this SOW, and thirty (30) calendar days prior to the conclusion of Contractor's obligations set forth throughout this Contract, Contractor shall, if applicable:

- provide County with importable electronic citation data, in a standard data/tabular format to be specified by County at such time;
- provide County's newly selected PCPS provider with importable citation data in a standard data/tabular format to be specified at such time;
- the data set of citations shall include all uncollected citations; in particular, all citations currently on Hold with the DMV, and all citations currently in Special Collections;
- the data shall minimally include corresponding field names and reference table names;
- assist the County and/or newly selected PCPS provider with data testing and quality assurance;
- provide operational conversion assistance to County and /or newly selected PCPS provider.

22.0 ACCEPTABILITY OF WORK

All work by Contractor shall be done in a professional manner and must be acceptable to technically qualified Department personnel designated by the

County. All work shall be completed within the time frames specified throughout this Contract, including this SOW, and of a quality specified in Paragraphs 15.0 (Materials and Equipment), 16.0 (Quality Control Plan) and 17.0 (Quality Assurance Plan) of this SOW.

23.0 MEETINGS

At various times throughout the term of the Contract, Contractor may be required to attend meetings called by the Department. Contractor Project Manager, or other staff, as required by County shall attend all such meetings at no additional cost to the County beyond the costs and fees set forth in the Contract and Exhibit B (Pricing Sheet). The purpose of these meetings will be to discuss and resolve problems and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice seven (7) calendar days prior to the meeting as to the date, time and location.

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PARKING CITATION PROCESSING SERVICES
County's Functional Business Requirements

The following Functional Business Requirements, together with Exhibit A, Statement of Work (SOW), describe in detail, the Department's Work requirements.

Capitalized terms used herein without definition have the meanings given to such terms in the Contract, and if not defined therein, in the body of the SOW.

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
3.0	PROGRAM IMPLEMENTATION PLAN	
	Within ten (10) Business Days of the effective date of the Contract, Contractor shall deliver to the County Project Director a draft Project Control Document ("PCD") outlining the working format for the PCPS program implementation, including the information specified below. The PCD is described below in Subparagraph 3.1 (Develop a Project Control Document) of the SOW. If required by the Department, an updated PCD shall also be submitted on a bi-weekly basis that communicates project progress, identifies possible issues, and presents strategies for overcoming the identified issues. Within ten (10) Business Days of the effective date of the Contract, Contractor shall deliver to the County Project Director a draft Training Plan. The Training Plan is described below in Subparagraph 3.2 (Develop a Training Plan – Parking Enforcement Detail Staff) of the SOW.	
4.0	PARKING CITATION PROCESSING SERVICES (PCPS)	
	PCPS requirements outlined in the SOW specify certain steps Contractor must follow and are based in part upon California State law, local municipal codes, and Department policies. In the event of any conflict between the Work requirements listed herein, the California Vehicle Code ("CVC"), or the Los Angeles County Code ("LACC"), the CVC and LACC shall have precedence in that order over the Work requirements listed herein.	
4.1	Contractor shall provide a complete PCPS program, including all support personnel and/or subcontractors, capable of processing between 200,000 and 250,000 parking citations per year, all as further described in the SOW and the Attachments hereto.	
4.3	Contractor shall provide to County web-enabled (internet), real-time access via Windows Browser™ technology, for a minimum of three (3) management-level staff and 8 administrative staff (11 total), to all citation data, vehicle registered-owner data, and citation processing status data, all as further described in the Statement of Work and the attachments hereto. Management and administrative staffing requirements are briefly described in Attachment D (Parking Enforcement Detail – Staffing Profile) to the SOW.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
4.5	<p>Contractor's PCPS to be performed under the Contract shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Processing of all electronic and hand-written citations • Processing Special Collections and Noticing • Provision of management reports to County • Provision of comprehensive PCPS System access to County • Provision of certain system-required programs • Provision of certain system-required functionality • Processing revenue collection, and depositing to County • Providing service-level Quality Control and auditing procedures <p>The PCPS is further described in the SOW and the Attachments hereto.</p>	
5.0	CITATION DATA PROCESSING (GENERAL)	
5.1	Contractor shall provide County with the ability to upload to the System all electronically generated citations on a daily basis from remote locations throughout the County. Contractor shall ensure that such data is available for review by County in the System within twenty-four (24) hours of receipt of a citation upload.	
6.0	HAND-WRITTEN CITATION PROCESSING	
6.1	Pick up all hand-written citations, including all citation adds, updates, deletes, and dispositions, a minimum of four (4) times per week from the Sheriff's Parking Enforcement Detail, Tuesday through Friday or daily if the volume warrants. The Parking Enforcement Detail is located at 4700 Ramona Boulevard, Room 225, Monterey Park, California 91754.	
6.2	Reconcile the numerical count of hand-written citations with the batched citations list on the Batch Control Log within twenty-four (24) hours of receipt of the hand-written citations.	
6.3	Provide System edits which "cross check" batch numbers and batch counts.	
6.4	Input all hand-written citation data into the System within two (2) Business Days of receipt of the hand-written citations, inclusive of any hand-written citation adds, updates, deletes, and dispositions.	
6.5	Maintain back-up hardware and software facilities to provide a level of redundancy sufficient to always ensure compliance with the requirement that handwritten citations be updated to the System within two (2) Business Days of receipt.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
6.6	Maintain data verification and quality control process that will be performed to validate the data transcribed from the handwritten citations and input into the System.	
6.7	Apply System checks for valid combinations of alpha or numeric data for particular fields, and apply 'check-digit' algorithms to control errors in the citation number data-entry field.	
6.8	Provide a clear, archive-quality record of each hand-written citation, and assign a sequential document locator number to each records.	
6.9	Provide clearly readable facsimiles of all hand-written citations within seven (7) calendar days of a request from County Project Director.	
6.10	Scan all hand-written citations to the System within two (2) Business Days of receipt.	
6.11	Research any/all rejects or data errors, and process data-entry correction, with revisions, within three (3) Business Days from the date the error was discovered.	
7.0	SPECIAL COLLECTIONS - NOTICES	
7.2	<u>Basis for Special Collections Fee</u>	
7.2.1	If payment has not been received within fifty (50) calendar days of the citation issue date, Contractor shall begin a formal special collections process.	
7.2.2	Contractor's Special Collections Fee shall be based on a percentage of the fine collected. Contractor shall add the fee to the total amount due on all assigned accounts. Contractor shall pass the fee to the customer or violator. Contractor's Special Collections Fee shall be as set forth on Exhibit C (Pricing Sheet) of the Contract.	
7.2.3	Contractor shall mail a DMV Hold Notice (see <u>Subparagraph 7.3 of the SOW</u>) to the violator on the 51 st day from the citation issue date indicating that a registration 'hold' will be placed on the vehicle.	
7.2.4	If payment has not been received within fifty-five (55) calendar days of the citation issue date, Contractor shall place a DMV Hold on the vehicle on the 56 th day from the citation issue date.	
7.3	<u>Notices, General</u>	
	Contractor shall establish and maintain a System-integrated library of automated Notices. Notices differ from Correspondences in that Notices are generated by the System automatically when violators have failed to respond to a citation within specified time frames pursuant to the CVC or LACC.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
7.3.2	All forms, Notices, and Correspondences must conform to applicable State and local law(s).	
7.3.4	Additional Notices and/or Correspondences, and textual changes to such documents, when requested by the Department, must be available for use within seven (7) Business Days of said request.	
7.3.5	Any changes in format or changes in paper size must be ready for use within one (1) month of County Project Manager's approval of the proof provided by Contractor.	
7.4	<u>Notice of Delinquent Parking</u>	
7.4.1	Contractor shall produce and mail an accurate "Notice of Delinquent Parking" (see <u>Attachment B, Sample Notice No. 1 to the SOW</u>) to the registered vehicle owner on the twenty-second (22nd) day after the issuance of any unpaid parking citation.	
7.4.2	Contractor shall print the "Notice of Delinquent Parking" on the reverse side of the "Declaration of Non-Ownership (Or Lease/Rental)" (see Attachment B (Sample Notices and Correspondences) to the SOW).	
7.4.3	Contractor shall send such Notice to the registered owner of the vehicle cited for the violation.	
7.4.4	Contractor shall ensure that the Notice of Delinquent Parking (also '1 st Notice') shall indicate the original penalty amount (minus any partial payments or adjustments to-date), new due date, and a warning that if the penalty is not paid within fourteen (14) days of the Notice issue date, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.	
7.4.5	If payment has not been received within fourteen (14) days of the 1 st Notice issue date, Contractor shall mail a 2nd Notice of Delinquent Parking to the violator on the fifteenth (15) day from the 1 st Notice issue date. The 2nd Notice shall indicate the original penalty amount, the late payment penalty amount, new due date, and a warning that if the penalty (which includes additional penalties) is not paid within the specified time, a formal collection process may begin, and a DMV Hold may be placed on the vehicle's registration by the DMV.	
7.4.6	If payment has not been received within fifty (50) days of the citation issue date, Contractor shall implement the special collections process set forth in Subparagraph 7.2 (Basis for Special Collections Fee) to the SOW.	
7.4.8	Contractor shall include with each Notice mailing, a return no-postage-paid envelope.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
7.5	<u>Additional Notices</u>	
	When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner (see Subparagraph 11.1.2 (Name-and-Address Processing, DMV) of the SOW).	
8.0	MANAGEMENT REPORTS	
8.1	Contractor shall be required to produce certain Management Reports (not to exceed ten (10) formats) for the Department's Parking Enforcement Detail, which are not available to Parking Enforcement Detail staff via the System's ad-hoc reporting function (see Attachment A (County's Functional Business Requirements) to the SOW). The Management Reports will be used as tools for contract monitoring and Quality Assurance and serve as a gauge for Contractor productivity.	
8.2	The County's Project Director, in consultation with Contractor's Project Manager, shall agree in advance to the Management Report designs and delivery media.	
8.3	Contractor shall, throughout the Term of the Contract, provide to County Program Manager the following: <ol style="list-style-type: none"> 1. Monthly Revenue Distribution Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating agencies to include in the report design.) 2. Monthly Balance Sheet Report for all Department and Participating Agencies. (County will provide Contractor with a list of participating agencies to include in the report design.) 3. Monthly Revenue Collected by month/year-to-date, last year month/year-to-date by Reporting District number (RD) (note Prior to beginning Work under the Contract, County will provide Contractor with a listing of the Sheriff's Reporting Districts for the PCPS System.) 4. Monthly Officer Performance by month/year-to-date, last year month/year-to-date 5. Monthly Officer Performance Time Issuance by agency, by month/year-to-date 6. Habitual Parking Violator Report (Upon request only) 7. Monthly Citations Canceled or Dismissed by issuing agency, officer, authority (including a "reason code" for cancellation or dismissal by Initial Review, Administrative Hearing or Court Dismissal). 	
9.0	ON-LINE INQUIRY AND PROCESSING	
9.1	<u>On-Line Inquiry and Processing (Queries)</u>	
	Contractor shall provide the Department with comprehensive System query functionality. This capability shall minimally provide the Department with:	
9.1.1	Current and historical data on registered vehicle owners;	

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Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
9.1.2	Cross reference to citations via vehicle license plate number;	
9.1.3	Citation-specific data such as: 1) time and location of citation issuance; 2) fine, penalty and payment data; 3) Scofflaw eligibility status; and 4) current status of citation; and	
9.1.4	Inquiry capability to the various System programs, subsystems, and features.	
9.2	<u>On-Line Adds/Updates</u>	
	Contractor shall provide the Department with System-secured data input capability to the System, inclusive of on-line add and update functions. The on-line add/update features shall provide, but not be limited to, the following capabilities:	
9.2.1	Add citations information and enter refunds, payments and dispositions;	
9.2.2	Add citations information as follows:	
	<ul style="list-style-type: none"> a. Original fine amount b. Late payment penalty (including exact date that late payment penalty was imposed) c. Total paid d. Total reduced e. Total due f. Amount overpaid g. Refund check number h. Refund check issuance date i. Overpayment amount (when applicable) j. Reason for refund k. VIN (Vehicle Identification Number) l. Vehicle make m. Vehicle model n. Vehicle body type o. Vehicle color 	
9.2.3	Enter debits, corrections and adjustments to payments; and	
9.2.4	Schedule Administrative Hearings on-line, including scheduling parameters and hearing limits.	
9.2.5	The system must record the processing dates, times, and codes for the Temporary Marker which must be retained and permanently recorded on the final citation record.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
10.0	SYSTEM-REQUIRED PROGRAMS	
10.1	<u>Habitual Parking Violator Program (Boot and Tow)</u>	
	Contractor shall provide the Department with a PCPS System with on-line capability to:	
10.1.1	Determine those vehicles to which a mechanical immobilizing device (boot) may be affixed;	
10.1.2	Identify the location of booted or impounded vehicles;	
10.1.3	Track collection of boot, administrative, and impound fees; and	
10.1.4	Notify the Department when a client has made payment	
10.2	<u>Vehicle Fleet Program</u>	
	Contractor shall provide the Department with a PCPS System with on-line capability to process and track the collection of parking fees, and the issuance of Notices, to corporate fleets and rental car companies.	
	Fleet program shall include queries on the following fields:	
	a. Fleet operator identification number	
	b. Fleet operator, name	
	c. License plate numbers of vehicles registered in the fleet program	
	d. VIN numbers of vehicles registered in the Fleet program	
10.3	<u>Installment Payment Program (IPP)</u>	
	Contractor shall provide the Department with a PCPS System with on-line capability to process and track the collection of parking fees under a Department-approved Installment Payment program. Contractor shall issue Notices to responsible parties which are found in violation of the terms of their Installment Payment plan.	
10.4	<u>Ad-hoc Reporting Capability</u>	
	The System shall provide an ad-hoc report generator utilizing field-chooser / drag-and drop report-writer technology. Contractor shall provide to the County the capability in determining accessible data sets for this feature.	
	The System shall, using the above ad-hoc feature, provide a comprehensive Habitual Parking Violator Reporting capability for the identification and seizure of habitual parking violators, and for all towed vehicles.	
	The System shall, using the above ad-hoc feature, provide a comprehensive Installment Payment Plan Reporting capability.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
	<p>The System shall, using the above ad-hoc feature, provide a comprehensive Administrative Adjudication Hearing Reporting capability.</p> <p>Notwithstanding the foregoing, the System shall, using the above ad-hoc feature, provide any report required by the County Project Director or County Project Manager as necessary.</p> <p>Additional requirements for the Installment Payment Program are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to the SOW.</p>	
11.0	SYSTEM-REQUIRED FUNCTIONALITY	
11.1	<p><u>DMV Data Link</u></p> <p>Contractor shall establish and maintain a System-integrated data link to the California Department of Motor Vehicles (DMV), as well as participating out-of-state motor vehicle registries, independent of the Department's. This capability must include:</p> <ul style="list-style-type: none"> • An on-line, real-time capability to place and release vehicle registration Holds with the California DMV, as well as other states' motor vehicle registries when possible. • An on-line, real-time capability to process all DMV name-and-address transactions required to support Department operations. • An on-line, real-time capability to obtain registered owner name-and-address information required to support Department operations. • A feature which checks the DMV vehicle license plate and make of vehicle, against System citation information prior to Contractor's mailing of the Notice of Delinquent Parking. 	
11.1.1	<p><u>Transmit and Release DMV 'Holds'</u></p> <p>Contractor shall transmit "Hold Notices" to DMV on the fifty-sixth (56th) day after the issuance of any citation, and where no disposition has occurred.</p> <p>Contractor shall:</p> <ul style="list-style-type: none"> • release a Hold, via on-line, real-time transmission to DMV, within twenty-four (24) hours of disposition of the citation, or upon request of the Department, and • purge a Hold from the PCPS System within thirty (30) days of disposition. 	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
11.1.2.1	<u>Name-and-Address Processing, DMV Returned Mail</u> For all mail (Notices, Correspondences, etc.) returned to Contractor as "undeliverable", Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) calendar days, in an attempt to obtain new registered owner address information.	
11.1.2.2	<u>Registered Owner Information</u> Contractor shall ensure that the System compares the issue date of the citation with the registered owner information on file at the DMV to determine the correct registered owner responsible for the citation. When an original Notice is sent to a person/entity who no longer owns the cited vehicle, Contractor shall, as required, generate a Notice to the new registered owner based upon vehicle transfer-of-ownership information provided by the party who relinquished ownership of the vehicle. For any instance when the registered owner on file is determined by the Department to <u>not</u> be the responsible party, Contractor shall make a minimum of three (3) additional requests to the DMV, one request every thirty (30) calendar days, in an attempt to obtain new registered owner information. These attempts should include current registered owner, DMV work in process, and the registered owner at the time of citation issuance. If, after three (3) attempts are made, based on license plate number and make of vehicle, a registered owner's name and address is not obtainable, an error list shall be generated. The error list shall be sent to the Department in a format requested by County Project Director or designee. Contractor shall generate a Correspondence advising the original respondent of the error, and that no further action will be taken, nor is required within two (2) Business Days. **Contractor's per-transaction charge set forth on Exhibit C (Pricing Sheet) of the Contract includes any and all fees required to maintain the DMV Data Link capability. Additional requirements for the DMV Data Link capability are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to the SOW.	
11.2	<u>Hand-held Electronic-Ticket-Writer Capability</u>	
11.2.1	Contractor shall establish and maintain a System-integrated handheld electronic-ticket-writer capability. This shall minimally include an on-line capability to remotely upload (daily synchronization to the System from a docking station or other device) electronic tickets generated from handheld computing devices to the System.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
11.2.2	Contractor shall furnish to the Department and Participating Agencies for use in accordance with terms of this Contract, seventy (70) handheld electronic-ticket-writer computing devices for use by the Department's Parking Enforcement Detail and Participating Agencies. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional devices throughout the term of the Contract.	
11.3	<u>Automated License Plate Recognition (ALPR) Capability</u>	
11.3.1	Contractor shall establish and maintain a System-integrated, automated license plate recognition ("ALPR") capability up to the latest Department standard. This capability must provide County with an on-line, real-time capability to upload license plate data to the System, as well as alert Parking Enforcement Officers of any "hits" while in use.	
11.3.2	Contractor shall furnish to the Department and Participating Agencies, five (5) ALPR systems for use by the Department's Parking Enforcement Detail and Participating Agencies in accordance with the terms of the Contract. Contractor shall be responsible for the periodic maintenance, repair, upgrade, and/or as-needed replacement of non-functional ALPR systems throughout the term of the Contract. Contractor shall also provide all wireless data plans for ALPR systems provided at no additional cost to County.	
11.4	<u>Administrative Adjudication Hearings Feature</u>	
	Contractor shall establish and maintain a System-integrated Administrative Adjudication Hearings feature (System module). This capability must minimally assist the Parking Enforcement Detail administrative staff with information on case dispositions, payment status, and hearing schedules. Additional requirements for the Administrative Adjudication Hearings feature are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business Requirements) to the SOW.	
11.5	<u>E-Payment Clearing House – Fidelity Information Services (FIS)</u>	
11.5.1	Contractor shall establish a working arrangement with Fidelity Information Services ("FIS"), the County's approved electronic payment provider.	
11.5.3	Contractor shall utilize the FIS environment to secure all credit and debit payment transactions from Contractor's Point-of-Sale customer service centers (Subparagraph 12.1 (Collection of Payments by Lock Box/U.S. Mail/Electronic Commerce) of the SOW), as well as IVR (Paragraph 11.6 (Interactive Voice Response (IVR) Capability-Telephones) of the SOW) and Pay-by-Web (Paragraph 11.7 (Pay-by-Web Interface) of the SOW) subsystems.	
11.6	<u>Interactive Voice Response (IVR) Capability – Telephones</u>	
	Contractor shall establish and maintain a System-integrated interactive voice-response (IVR)-telephone system capability. All telephonic payment transactions (credit cards, etc.) and automated inquiries to the IVR must, in real time, update to the PCPS System.	
11.6.1	Contractor shall provide customers with toll-free numbers, automated telephone call directory services, and IVR capabilities, as needed.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
11.6.2	Contractor shall provide trained customer-service staff in local (Los Angeles and/or surrounding counties) office facilities to manage and respond to, all telephone inquiries.	
11.6.3	Contractor shall provide customer service staff access to the PCPS System.	
11.6.4	Contractor shall ensure that all calls are answered by the fourth ring and shall be personally answered by a Contractor representative in not more than three (3) minutes from the time of receipt by the IVR.	
11.6.5	Contractor's customer-service telephone hours shall be from 8:00 a.m. to 5:00 p.m., including the lunch hour, on all County Business days.	
11.6.6	Contractor shall ensure that the IVR component of the telephone system will be active twenty-four (24) hours per day, seven (7) days per week.	
11.6.7	Contractor shall ensure that the IVR provides customers with account status and payment information.	
11.6.8	Contractor shall utilize FIS to secure all credit card (VISA, MasterCard, American Express, and Discover Card) and PIN-less debit card transactions to the County, via the IVR subsystem.	
11.6.9	Contractor shall ensure that all customers who utilize the IVR to process an electronic payment are provided with an audio advisory that an electronic processing transaction fee in the amount of \$2.49 will be charged to the customer's account, in addition to the citation fine amount. (The fee will be assessed by FIS at the time of the transaction.)	
11.6.10	Contractor shall comply with the most current Payment Card Industry Data Security Standard ("PCI-DSS") encryption standards for Contractor's IVR subsystem and upon request by County, Contractor shall provide to both County and FIS representatives, evidence of such compliance.	
11.6.11	Contractor shall not store into digital memory, nor record manually, any credit card transaction information; but especially credit card numbers and personal identification numbers ("PINS"), which are processed via Contractor's IVR subsystem.	
11.6.12	Contractor shall implement the IVR subsystem within six (6) months of the Contract's Effective Date.	
11.7	<u>Pay-by-Web Interface</u>	
	Contractor shall provide and maintain a System-integrated, Department-approved Pay-by-Web interface ("website") which meets the United States Access Board Section 508 Standards and Guideline 1194.22 on Web-based Intranet and Internet Information and Applications.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
	The website shall provide customers with account status and payment information, as well as provide for online electronic payment processing utilizing a direct link (HTTP Secure or "HTTPS" protocol) to County's electronic payment processing provider, FIS (see Subparagraph 11.5 (E-Payment Clearing House – Fidelity Information Services) of the SOW).	
11.7.1	Contractor shall design and/or provide a Department-approved website. The new website is subject to review by the County's E-Commerce Readiness Group (ERG).	
11.7.2	Contractor shall implement the Pay-by-Web interface ("website") within six (6) months of the Contract's Effective Date.	
11.7.3	Contractor shall utilize FIS to secure all credit card (VISA, MasterCard, American Express, and Discover Card) and PIN-less debit card transactions to the County, via the Pay-by-Web interface.	
11.7.4	Contractor shall ensure that all customers who utilize the Pay-by-Web feature to process an electronic payment, are notified on the website, with a prominently displayed advisory that an electronic processing transaction fee (in the amount of \$2.49) will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by FIS at the time of the transaction).	
11.7.5	Contractor shall ensure that the website is accessible twenty-four (24) hours per day, seven (7) days per week.	
11.7.6	Contractor shall provide a toll-free help-desk phone number on the website, located and centered in prominent view, for customer access when problems arise with the website. The help-desk shall be accessible Mondays through Fridays, 8:00 a.m. to 5:00 p.m. (pacific-standard time), excluding County holidays.	
11.7.7.1	Within thirty (30) calendar days of the Contract's effective date, Contractor shall submit the proposed website to the County (which as meant herein includes: the County's Project Director, County's ERG, FIS technical staff, and the Department's Data Systems Bureau) for an initial review of the design, format, and data requirements for the website.	
11.7.7.3	Contractor shall execute any required revisions to the website within thirty (30) calendar days of County's initial review, and submit version 2 of the website for final review.	
11.7.7.5	Contractor shall submit additional revisions of the proposed website to the County for review as needed, to achieve final approval. County's review period shall not exceed fourteen (14) calendar days, but in no event shall the County be obligated to provide such approval in less than five (5) Business Days.	

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Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
11.8	<p><u>Automated Correspondence</u></p> <p>Contractor shall establish and maintain a System-integrated library of automated Correspondences which shall be kept for no less than five (5) years.</p> <p>Correspondences differ from Notices in that Correspondences are generated by the System in response to a written inquiry from a customer/violator regarding any number of parking violation matters, including their citation, initial review, Administrative Hearing, or customer service.</p> <p>Contractor shall send a Correspondence to the respondent within three (3) working days of receipt of a respondent's written inquiry. Following is a sample list of standard Correspondence set forth in Attachment B (Sample Notices and Correspondences) to the SOW:</p> <ul style="list-style-type: none"> • Disabled Parking Privileges • Disabled Vehicle • 30-Day Extension on Payment • Permit Parking • Deposit of Fine Prior to Hearing • 5204 (a) Equipment Violation • Stolen Vehicle <p>The Department reserves the right to add to, and/or delete any of the above Correspondence formats.</p>	
12.0	COLLECTIONS AND DEPOSITS	
12.1	<u>Collection of Payments by Lock Box/U.S. Mail/Electronic Commerce</u>	
12.1.1	Contractor shall establish, operate, and maintain one or more fully operational corporate centers, centrally located in Los Angeles County. The County will be sole judge as to "centrally located". The corporate center(s) shall be open to the public and shall provide a Point-of-Sale (POS) cashiering function, as well as citation support services, to the public within three (3) months of the effective date of the Contract. "Fully operational" means, except as specified under Subparagraph 12.1.5, the corporate center shall be fully staffed and equipped, both electronically (computer workstations, fully operational System, etc.) and telephonically. County shall not pay for the establishment of the corporate center or any portion thereof, or for any portion of the Point-of-Sale cashiering function.	
12.1.3	The POS centers shall be subject to inspection by the County at any time. Contractor shall install locked citation cash-payment drop boxes for after-hours use at the POS centers, in a manner required by the County for receipt of payment. Contractor shall provide for the daily collection and processing of these payments.	

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Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
12.1.4	Contractor shall provide for the daily collection and processing of citation payments made by U.S. mail to Contractor's established Post Office box. Contractor shall ensure that mail pick-up from the Post Office box and delivery to the Contractor's facility is executed by an appropriately licensed and bonded courier or bonded employee at least once each Business Day.	
12.1.5	<p>Contractor shall accept cash, check, credit card (MasterCard, American Express, Discover, Visa), and PIN-based debit card transactions at Contractor's POS centers (Subparagraph 12.1.1 of the SOW). Contractor shall only accept cash, personal checks, and money order payments via U.S. mail (Subparagraph 12.1.4 of the SOW).</p> <p>All cash and check payments, whether through the U.S. mail or via the Contractor's POS center must be handled using the following steps:</p> <ul style="list-style-type: none"> • Document batch preparation • Endorse/encode payment documents and batches with a unique control number • Process payments associated with citations • Process payments associated with Notices • Copy payment document • Scan payment document to the PCPS System • Process items which must be handled separately (<i>example: a citation payment accompanied by a letter</i>) • Ensure balanced accounts • Account reconciliation • Deposit preparation • On-line update of transaction to the PCPS System 	
12.1.6	Contractor shall utilize the services of FIS to secure all electronic credit card / debit card transactions at POS centers within three (3) months of the Contract's effective Date.	
12.1.7	Contractor shall comply with the most current PCI-DSS with respect to Contractor's provision of the POS services described under the Contract, including but not limited to the POS PIN-entry devices and communication system, and Contractor shall, upon County's request, provide, both to County and to FIS representatives, evidence of such compliance	
12.1.8	Contractor shall not store on disks, nor record manually, any credit and/or debit card transaction information; but especially credit/debit card numbers and personal identification numbers (PINS), processed at Contractor's POS centers.	
12.1.9	Contractor shall prominently display an "electronic processing fee advisory" at all POS centers, which states that an amount of \$2.49 will be charged to the customer's credit card account, in addition to the citation fine amount. (The fee will be assessed by FIS at the time of the transaction.)	

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Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
12.2	<u>Deposits to County</u>	
12.2.1	<u>Deposits – from Cash / Check Payments</u>	
a	The Contractor shall have Check 21 capabilities, which would allow the recipient of the original paper check to create a digital version of the original check, in an electronic format, thereby eliminating the need for further handling of the physical document.	
b	Contractor shall process all cash and check payments daily, and shall make deposits directly into the Department's 'deposit-only' banking account within twenty-four (24) hours of Contractor's receipt of said payment. Contractor shall do so in accordance with policies and procedures described in the County's Fiscal Manual. (County will provide Contractor with access to the County's Fiscal Manual for Contractor's reference and use.)	
c	Contractor shall, in accordance with County's fiscal policies and procedures as set forth in the County's Fiscal Manual and elsewhere, prepare and retain all required records for every deposit to the Department's bank account. All cash shall be transferred by an armored, bonded courier provided by Contractor, and subject to approval by the Department.	
d	<u>Returned Checks for Non-Sufficient Funds (NSF)</u>	
	Contractor shall prepare and send a Correspondence to the issuer(s) of the returned check to provide notification that a penalty fee has been added to the total citation payment due. Contractor shall ensure that such remedial payments are made with cash, cashier's check or money order only, and made payable to the <u>Los Angeles County Sheriff's Department</u> , as provided for in California Government Code section 6157, and in LACC 5.02.010.	
e	The current NSF penalty fee is \$33.00, but is subject to change at any time, upon action by the Los Angeles County Board of Supervisors. Contractor shall collect and process all NSF check repayments (including NSF penalty charges) and deposit said funds directly to the Sheriff's parking citation account within twenty-four (24) hours of receipt.	
12.2.2	<u>Electronic Deposits (e-Deposits) – from Electronic Payments</u>	
a	Contractor will provide FIS with electronic payment request information, all required fields including but not limited to: merchant code, settle code, merchant password, merchant amount, and user part data, must be submitted in the form post to progress through FIS' gateway. Upon awarding the contract, the vendor will be required to sign a non-disclosure agreement with FIS prior to receiving the application certification documents.	
b	Credit Card / Debit Card Fraud. Contractor will, upon discovery that a fraudulent credit card was utilized to initiate payment on a citation, provide County with electronic notification. Contractor shall retain all documentation throughout the Term of the Contract.	

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Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
12.3	<u>Account Reconciliation and Controls</u>	
12.3.1	Contractor shall provide written reconciliation control procedures to the County's Project Director for review and approval within fifteen (15) days of Contract Effective Date.	
12.3.2	Contractor shall reconcile all cash / check deposits to the Department's accounts monthly. The reconciliation shall be prepared by Contractor each month and submitted to County's Project Director.	
12.3.3	Contractor shall provide a Monthly Revenue Distribution (MRD) Listing Report (Paragraph 8.0 (Management Reports) of the SOW) in a format approved in writing, by the County's Project Director. The MRD shall list the Department, and each Participating Agency scheduled to receive a portion of the revenue, the percentage of distribution, and the amounts to be distributed to the Department and to each Participating Agency, as designated by current law, statutes, codes, ordinances, rules, and regulations, as they may be amended from time to time, or other requirements or categories, as prescribed in writing by the Sheriff, including but not limited to: <ul style="list-style-type: none"> • DMV Hold fees • California Government Code Sections 76000(b), 76100 , 76101, and 70372(b) • California Penal Code Section 1465.5 	
12.3.4	Contractor shall provide the Department with adequate assurance that all internal control procedures are followed in the handling of collections. If the Department determines that additional controls are necessary, Contractor shall implement such additional controls or alternative procedures, to be approved by County's Project Director.	
12.3.5	Contractor shall be responsible for all collection shortages which may occur during Contractor's collection and processing activities.	
13.0	CONTRACTOR'S RESPONSIBILITIES	
13.1	<u>Compliance with Law</u>	
	Without limiting any other provision of the Contract, Contractor shall conform to and abide by all municipal and County ordinances, State of California, and United State Federal Government laws and regulations, as they may be amended from time to time, insofar as the same or any of these laws are applicable.	
13.2	<u>Compliance with Rules and Regulations</u>	
	Without limiting any other provision of the Contract, Contractor shall conform to, and abide by, all rules and regulations of the County and the Sheriff, as they may be amended from time to time, insofar as the same, or any of them, are applicable.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
13.3	<u>Program Restrictions</u>	
	Contractor shall not, nor shall any of Contractor's staff, dispense legal advice, or provide direct legal representation to any member of the public (customer or violator) who may be subject to any parking citation process, whether through the Contract, or any other contract Contractor may have in any other jurisdiction. Contractor shall implement necessary procedures to ensure that the PCPS program is not used to solicit business for private practitioners or others, nor used to provide referrals to 'for-profit' agencies, or individuals. Violation of the Subparagraph 13.3 (Program Restrictions) of the SOW shall be cause for termination of the Contract for default.	
13.4	<u>Contractor's Response to County's Inquiries or Complaint</u>	
	<u>Help Desk</u> At least one (1) Contractor employee must be available during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, to respond to inquiries and/or complaints from the Department's Parking Enforcement staff regarding Contractor's performance of the Contract. Contractor's Help Desk feature shall minimally provide a toll-free telephonic answering service, as well as an on-line "System Support" email address, to receive inquiries from the Department's Parking Enforcement staff outside of normal business hours. This Help Desk is independent of and separate from the IVR subsystem. After-hours, non-emergency remedial calls from County received by Contractor's answering service shall be responded to on the next Business Day.	
13.4.1	<u>Contractor's Service Call Tracking System</u>	
	Contractor shall maintain a complete service-call tracking system for the purpose of receiving and tracking inquiries and/or complaints from the County. This system shall minimally include: <ul style="list-style-type: none"> a. Dates and times service calls are placed; b. Dates and times service calls are dispatched and completed; c. Facility from which service call is placed; d. Name of the person who placed the service call; e. Description of problem; f. Description of work completed or disposition of Work in progress; and g. Contractor employee's full printed name; Upon resolution of each inquiry or complaint by County, Contractor's Help Desk staff shall provide County personnel a completed electronic service ticket receipt (via e-mail) documenting the disposition of the inquiry or complaint.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
13.5	Contractor shall ensure that all Contractor employees providing services under the Contract are trained and qualified in their assigned tasks relative to the Contract and have met the established quality standards of Contractor, as approved by the County, pursuant to Paragraphs 16.0 (Quality Control Plan) and 17.0 (Quality Assurances Plan) of the SOW.	
13.6	The Contractor shall be responsible for the protection of personal identifiable information and shall indemnify the County in the event of a data breach, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees. The Contractor shall also ensure that the storage, access, processing, and transmission of all personally identifiable data associated with a credit card holder will meet the Payment Card Industry Data Security Standard.	
13.7	The Contractor shall keep and maintain all data in the PCPS System for not less than five (5) years and shall furnish the data in any format as and when required by the County Project Director or County Project Manager. Contractor shall provide training programs for all new employees and continuing, in-service training for all existing employees associated with this Contract.	
14.0	CONTRACTOR'S STAFF	
14.1	Contractor shall staff one (1) fulltime Contractor Project Manager to the PCPS program. The duties of the Contractor Project Manager are briefly described in Subparagraph 7.1 (Contractor's Project Manager) of the Contract.	
14.2	Contractor Project Manager shall confer with County Project Director on a monthly basis regarding Contractor performance or as otherwise directed by County.	
14.3	Contractor shall ensure that the Contractor Project Manager is able to receive telephonic cell phone and/or email communication from the Department's Parking Enforcement staff, as needed, between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, in order to respond to emergencies or other critical operation requirements. Contractor's Project Manager shall act as a central point of contact with County.	
14.5	Contractor Project Manager shall have five (5) years of experience in the management of work requirements for PCPS similar in type and complexity to the work described herein. Contractor Project Manager shall be deemed acceptable only after approval by County Project Director. Contractor shall submit resumes of its proposed Contractor Project Manager and one alternate to the County Project Director for review and approval.	
14.6	Contractor shall, prior to execution of the Contract with County, provide to the County Project Manager, upon request, any and all professional licenses or certificates (where applicable) of proposed staff assigned to the PCPS program, as related to work described herein and throughout the Contract. Further, Contractor shall annually provide, upon	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
	request, all updated documents described above to the County Project Manager upon request.	
14.7	Contractor's employees providing services under the Contract shall prominently display Contractor-provided identification badges at all times while conducting business at County facilities. Such identification shall minimally identify the company name and employee name of the employee entering into a County facility.	
14.8	Contractor Project Manager and/or alternate shall be replaced within thirty (30) days when, as determined by County Project Director, either individual fails to perform effectively, and/or fails to ensure Contractor's compliance with the Contract.	
14.9	<u>Contractor Project Manager Staff Reassignment</u> Any changes in the Contractor Project Manager and/or designated alternate, as proposed by Contractor, shall be subject to a thirty (30) calendar day advance written notice to the County Project Director. County Project Director may require copies of resumes or any other documents for any proposed replacement staff and may require a formal interview with the proposed replacement.	
14.10	Contractor's employees shall fluently read, write, speak, and understand English.	
15.0	MATERIALS AND EQUIPMENT	
15.1	<u>Contractor's Material and Equipment</u> Contractor shall purchase, and provide to the County, all computing equipment, including ten (10) desktop computing hardware devices to be configured to LASD security standards, including CPUs, monitors, laser printers, scanners, and/or peripheral computing devices, seventy (70) handheld electronic-ticket-writer computing devices, including handheld docking stations, and five (5) Automated License Plate Recognition (ALPR) systems, (collectively in this Paragraph 15.0 only, Equipment) needed to provide PCPS under the Contract, including those for use by County in accordance with the terms of the Contract. It is anticipated that the County's need for desktop computing hardware devices, handheld electronic ticket-writer computing devices, and ALPR systems may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required desktop computing hardware devices, handheld electronic ticket-writer computing devices, and ALPR systems by no more than twenty percent (20%) during the term of the Contract. The desktop computing hardware devices shall meet or exceed the Department's specifications found in Attachment C (LASD Desktop Computing Workstation Baseline) of the SOW.	
15.2	Contractor shall maintain all of its Equipment in accordance with original Equipment manufacturer (OEM) standards or other regulatory standards as they may apply and shall check said equipment before use for safety and functionality. All damaged or malfunctioned equipment/parts shall be repaired or replaced as necessary within three (3) Business days upon notification from the County Project Director or County Project Manager.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
15.3	<u>Material Standards (Maintenance, Repairs of Contractor-Owned Equipment)</u>	
15.3.1	Contractor shall ensure that either original equipment manufacturer (OEM) parts or alternates that meet or exceed OEM standards are used in the repair of Equipment. Contractor shall bear financial liability for any damages that may result from the use or installation of said parts and the expense of repairing or replacing damaged PCPS Equipment or property.	
15.3.2	When an article is mentioned by trade name or a manufacturer's name, it is intended to establish a standard of merit. Articles of other manufacturers may be used, provided they are of the same type and of equal quality. The Department shall be the sole judge as to "equal" quality. All materials and equipment shall be new or of an approved type or certified overhauled and installed as recommended by the manufacturer.	
15.3.3	Contractor shall not charge County, and County shall not be obligated to pay, freight charges.	
16.0	QUALITY CONTROL PLAN	
16.1	<p>Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. plan to the County Project Manager within fifteen (15) Business Days of the Contract's effective date. This operational plan shall be used to ensure compliance with all contract administrative requirements. The Q.C. plan shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a. Activities to be monitored to ensure compliance with all contract administrative requirements; b. Contractor's written policy and procedures for receiving, investigating, and responding to complaints; c. Contractor's written policies and procedures for licensing, certifying, qualifying and training requirements for technical staff; d. Contractor's written system security plan; e. Contractor's written facility security plan; f. Samples of forms to be used in monitoring (employee time records, employee sign-in/out sheets, etc.); g. Frequency of monitoring; and h. The method for reviewing and recording all employee work quality inspections to be conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request. 	
16.3	<u>Inspection of Work-in-Progress</u>	
	Contractor shall permit the County Project Director or County Project Manager, or designee to inspect any and all of Contractor's work-in-progress on a non-interference basis. The purpose of such inspections will be to verify project progress as reported by Contractor, and to ensure that Work products are in conformance with work specifications and contractual requirements. Any deviations from such work specifications and contractual requirements must be	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
	immediately corrected by Contractor, at no cost to County.	
17.0	QUALITY ASSURANCE PLAN	
17.1	Contractor shall establish and utilize a comprehensive Quality Assurance ("Q.A.") plan. Contractor shall submit the Q.A. plan to the County Project Manager within fifteen (15) Business Days of the Contract's effective date. The Q.A. plan and methods must provide adequate confidence to County that the services to be rendered will satisfy the outcomes identified in this Contract, including the SOW.	
	<u>Contract Discrepancy Reports</u>	
17.4.1	County Project Manager shall determine whether a formal Contract Discrepancy Report ("CDR"), attached as Exhibit K (Contract Discrepancy Report) of the Contract, will be issued. Upon receipt of such CDR, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancy(s) or presenting contrary evidence. Contractor shall submit its plan to correct the deficiency(s) identified in the CDR to County Project Manager within ten (10) Business days.	
18.0	CONTRACTOR'S GUARANTEE	
18.1	<u>System Performance</u>	
	Contractor shall guarantee fully-operational PCPS System performance in accordance with the terms of the Contract at a minimum rate of not less than ninety-five percent (95%) monthly. Contractor shall review PCPS System performance monthly, or as often as necessary, to verify the 95% performance standard covered under the Contract and shall report to the County on a monthly basis.	
18.1.2	<u>System Downtime Exceptions</u>	
	Contractor shall not be responsible for System Downtime which results from any of the following: 1. Facility Power failure(s) not caused by Contractor; 2. County data system or network failure not caused by Contractor; 3. County operator error; or 4. Force majeure events described in Subparagraph 8.20 (Force Majeure) of the Contract. For each and every occurrence listed above, County will adjust the total monthly in-service hours required for each respective System and provide a revised figure to Contractor. Notwithstanding this Paragraph 18.1 of the SOW, Contractor shall nonetheless provide all repair services required under the Contract within the time frames and in the manner set forth in Section 3.0 (Program Implementation Plan) of the SOW.	
18.1.3	<u>System Failure – Billing Credits</u>	
	If the PCPS System fails to meet the ninety five percent (95%) performance standard for any calendar month throughout the Term of the Contract, Contractor shall issue to County and County shall be entitled to a credit for the following calendar month based upon the monthly service contract price for PCP service, which shall be determined as	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks												
	follows: <table><tr><td><u>PCPS System uptime</u></td><td><u>Applied Invoice Credit</u></td></tr><tr><td>95% - 100% uptime</td><td>0%</td></tr><tr><td>90% - 94.9% uptime</td><td>10%</td></tr><tr><td>85% - 89.9% uptime</td><td>15%</td></tr><tr><td>80% - 84.9% uptime</td><td>20%</td></tr><tr><td>Below 80%</td><td>25%</td></tr></table>	<u>PCPS System uptime</u>	<u>Applied Invoice Credit</u>	95% - 100% uptime	0%	90% - 94.9% uptime	10%	85% - 89.9% uptime	15%	80% - 84.9% uptime	20%	Below 80%	25%	
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18.1.5	County may review Contractor's service-call tracking system, or other records (see Subparagraph 13.4.1 of the SOW), as often as necessary, but not less than annually. Contractor shall apply the appropriate credit to the following month's invoice. Failure by County to request such credit shall not constitute a waiver of such right, which may be exercised at any time.													
18.1.7	<u>Error Corrections</u>													
	Contractor shall satisfactorily correct, at no cost to County, all computer software and hardware malfunctions or any other errors attributable to Contractor. Contractor shall repair or correct those malfunctions or errors which impact Department's Parking Enforcement operation within two (2) days of receipt of notice from the Department and shall be liable for any direct or indirect costs incurred by the Department associated with any errors.													
18.2	<u>Fidelity Information Services (FIS), Pay-by-Web, IVR – Billing Credits</u>													
18.2.1	<u>Integration with FIS</u>													
	Failure of Contractor to successfully establish an arrangement with County's e-payment processing service provider, FIS, within six (6) months of the Contract's effective date shall subject Contractor to a thirty percent (30%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.													
18.2.2	<u>Pay-By-Web</u>													
	Failure of Contractor to successfully implement a System-integrated, Department-approved Pay-by-Web interface (website) within six (6) months of the Contract's effective date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month seven (7), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.													

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
18.2.3	<u>IVR</u>	
	Failure of Contractor to successfully execute a System-integrated, Department-approved IVR subsystem, inclusive of a fully functional electronic payment component within six (6) months of the Contract's effective date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.	
18.2.4	<u>Establishment of centrally located POS center</u>	
	Failure of Contractor to successfully establish, operate and maintain one or more fully operational POS centers (as described in Subparagraph 12.1.1 of the SOW) within three (3) months of the effective date of the Contract shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month four (4), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.	
18.2.5	<u>POS Electronic Payment Processing</u>	
	Failure of Contractor to successfully execute a System-integrated, Department-approved POS electronic payment processing capability within six (6) months of the Contract's effective date shall subject Contractor to a twenty-five percent (25%) non-refundable billing credit for each month in default, beginning with month eleven (11), plus any pro-rated portion thereafter, from the total amount payable on Contractor's monthly invoice, inclusive of all sales taxes, fees, installation/setup/ configuration charges, equipment rental charges (as applicable), and/or any other incidental charges.	
18.3	<u>Notices, Timely Delivery</u>	
	<p>In accordance with guidelines provided for in the CVC and/or LACC and/or elsewhere hereunder, Contractor shall mail all Notices on unpaid citations within their prescribed timeframes.</p> <p>Contractor shall mail Notices of delinquency for each unresolved citation, as well as other Notices approved by the Department, including Notices for partially paid citations.</p> <p>An additional Notice shall be required to be sent to a new registered owner if the first Notice is sent in error, to a person who no longer owns the cited vehicle (Subparagraph 11.1.2 (Name-and-Address Processing, DMV) of the SOW).</p> <p>Upon Contractor's failure to mail said Notices, billing credits shall be imposed based upon the following schedule:</p>	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks																		
	<table border="0"> <tr> <td><u>No. Days Late</u></td><td><u>% Credit Per Citation</u></td><td></td></tr> <tr> <td>3-5 days</td><td></td><td>10%</td></tr> <tr> <td>6-10 days</td><td>20%</td><td></td></tr> <tr> <td>11-20 days</td><td></td><td>30%</td></tr> <tr> <td>21-29 days</td><td></td><td>50%</td></tr> <tr> <td>30 or more days</td><td></td><td>100% (each citation processed without charge to the County)</td></tr> </table> <p><u>Example:</u> First Notices must be mailed no later than twenty-two (22) days after citation issuance. Contractor mails one thousand (1,000) "Notice of Delinquent Parking" m6 forms to registered owners fifty (50) days after issuance of citation, which is twenty-eight (28) days outside of the agreed days. The billing credit shall be computed as follows:</p> <p>1,000 x Basic Processing Fee = Invoice Amount x .50 = Billing Credit.</p>	<u>No. Days Late</u>	<u>% Credit Per Citation</u>		3-5 days		10%	6-10 days	20%		11-20 days		30%	21-29 days		50%	30 or more days		100% (each citation processed without charge to the County)	
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18.4	<u>Citation Data, Timely Input</u>																			
	<p>Contractor shall input one hundred percent (100%) of all hand-written citation adds, updates, deletes and dispositions into the PCPS System within two (2) Business Days of pick-up. The Department may verify data entry either by output reports, or on-line inquiry.</p> <p>County shall approve the data and shall verify the accuracy and timeliness of all on-line records, reports, and output generated by the System.</p> <p>For any and all citation data which is not entered in the System within the required time frame, billing credits shall be imposed upon Contractor based upon the following schedule:</p> <table border="0"> <tr> <td><u>No. Days Late</u></td><td><u>% Credit Per Citation</u></td><td></td></tr> <tr> <td>3-5 days</td><td>25%</td><td></td></tr> <tr> <td>6-13 days</td><td>50%</td><td></td></tr> <tr> <td>14-21 days</td><td>75%</td><td></td></tr> <tr> <td>21 or more days</td><td>100%</td><td></td></tr> </table>	<u>No. Days Late</u>	<u>% Credit Per Citation</u>		3-5 days	25%		6-13 days	50%		14-21 days	75%		21 or more days	100%					
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18.5	<u>PCPS System Maintenance / Performance</u>																			
	<p>Contractor shall make all configurations, adjustments, and modifications to the PCPS System (including, but not limited to, all software maintenance, upgrades, updates, and patches) at its own expense so that the PCPS System will successfully perform in accordance with this SOW, satisfy all of County's Functional Business Requirements set forth in Attachment A to this SOW and otherwise perform in accordance with the terms of the Contract.</p>																			

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
19.0	CONTRACTOR'S WARRANTEE	
19.1	<u>To Provide Professional Skills and Performance</u>	
	Contractor warrants that all work performed under the Contract will be performed in a timely and professional manner using only qualified, skilled, trained staff specifically qualified to administer and support the PCPS program. Further, Contractor warrants that all deliverables, services, and other work provided shall satisfy County's Functional Business Requirements set forth in Attachment A to the SOW and other work requirements listed herein.	
19.2	<u>To Maintain the PCPS System within Specifications</u>	
	Contractor warrants that it will maintain the PCPS System sufficiently so to meet or exceed the performance capabilities, characteristics, specifications, functions, and standards listed in County's Functional Business Requirements set forth in Attachment A to the SOW.	
19.3	<u>To Maintain Desktop Computing and Field Equipment within Specifications</u>	
19.3.1	Contractor shall, throughout the term of the Contract, provide a minimum of one (1) desktop computing hardware upgrade to the Parking Enforcement Detail which shall meet or exceed the Department's Desktop Computing Standards published in Attachment C (LASD Desktop Computing Workstation Baseline) to the SOW. Contractor shall provide additional upgrades to the desktop computing hardware as the standards are revised from time to time by the Department and incorporated herein. Contractor shall not be required to provide an upgrade, if existing desktop computing hardware meets or exceeds any revision to Attachment C (LASD Desktop Computing Workstation Baseline) to the SOW.	
19.3.2	Contractor warrants that it will maintain the Field Equipment sufficiently so to meet or exceed the original equipment manufacturer's performance capabilities, characteristics, specifications, and functions, which shall be in compliance with County's Functional Business Requirements set forth in Attachment A to the SOW and otherwise perform in accordance with the terms of the Contract.	
20.0	SECURITY	
20.1	Contractor shall provide comprehensive System security which restricts usage and provides a journal of all user transactions. Contractor's System security plan, which must meet the Department's requirements and be approved by the Departmental Information Security Office, is due within fifteen (15) calendar days of the Contract effective date, and shall be submitted as a component of the Quality Control Plan set forth in Section 16.0 of the SOW.	

PARKING CITATION PROCESSING SERVICES

Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
20.2	Contractor facility(ies) must have security system that includes the following:	
	<ul style="list-style-type: none"> a. Controlled entry to facilities b. Facility alarms c. Controlled access to processing areas d. Security cameras and security guards at each public service center e. Written policies and procedures for facility security 	
20.3	Contractor's System access requirements:	
	<ul style="list-style-type: none"> a. Restricted access to the system by time of day (i.e., local time) b. Restricted access to the System by workstation c. Restricted access to the System based on variety of security clearance levels d. Restricted access to certain functions based on a user's profile (logon / password) e. Restricted access based provided upon proper authorization f. Written, System security policies and procedures g. Written, System security training program h. Unique user access identification must be changed at periodic intervals (e.g., number of days) i. Anti-virus detection and control j. Anti-spyware detection and control k. System firewall protection l. Internet firewall protection 	
20.4	Contractor's data security/data integrity system shall include:	
	<ul style="list-style-type: none"> a. Mirrored data servers providing real-time data redundancy in event of System failure b. Nightly serial tape backups of System data – or similar feature c. Audit trails and reports are permanently retained for each citation, including the date, time, and identification of any System user making a correction/change to citation data d. Transaction histories for every transaction e. Data control and reconciliation procedures for every system update f. Reports as-needed to verify compliance 	
20.5	Contractor's shall provide a System security plan, which must meet the Department's requirements and be approved by the Departmental Information Security Office, is due within fifteen (15) calendar days of the Contract effective date and shall be submitted as a component of the Quality Control Plan set forth in Paragraph 16.0 of the SOW. Additional security requirements are further detailed in, though not limited to, those set forth in Attachment A (County's Functional Business	

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Ref #	County's Functional Business Requirements Statement of Work	Comments/Remarks
	Requirements) to the SOW.	
21.0	CONTRACTOR'S OBLIGATION TO PROVIDE FUTURE CONVERSION SERVICES	
	<p>Without limiting Contractor's responsibilities to County or the Department, as provided for in the SOW, and thirty (30) calendar days prior to the conclusion of Contractor's obligations set forth throughout the Contract, Contractor shall, if applicable:</p> <ul style="list-style-type: none"> • provide County with importable electronic citation data, in a standard data/tabular format to be specified by County at such time; • provide County's newly selected PCPS provider with importable citation data in a standard data/tabular format to be specified at such time; • the data set of citations shall include all uncollected citations; in particular, all citations currently on Hold with the DMV, and all citations currently in Special Collections; • the data shall minimally include corresponding field names and reference table names; • assist the County and/or newly selected PCPS provider with data testing and quality assurance; • provide operational conversion assistance to County and /or newly selected PCPS provider. 	
22.0	ACCEPTABILITY OF WORK	
	All work by Contractor shall be done in a professional manner and must be acceptable to technically qualified Department personnel designated by the County. All work shall be completed within the time frames specified throughout the Contract, including the SOW, and of a quality specified in Sections 15.0 (Materials and Equipment), 16.0 (Quality Control Plan) and 17.0 (Quality Assurance Plan) of the SOW.	
23.0	MEETINGS	
	At various times throughout the term of the Contract, Contractor may be required to attend meetings called by the Department. Contractor Project Manager, or other staff, as required by County shall attend all such meetings at no additional cost to the County beyond the costs and fees set forth in the Contract and Exhibit B (Pricing Sheet). The purpose of these meetings will be to discuss and resolve problems and/or readjust assignments and working schedules to meet new needs. Contractor will be given written notice seven (7) calendar days prior to the meeting as to the date, time and location.	

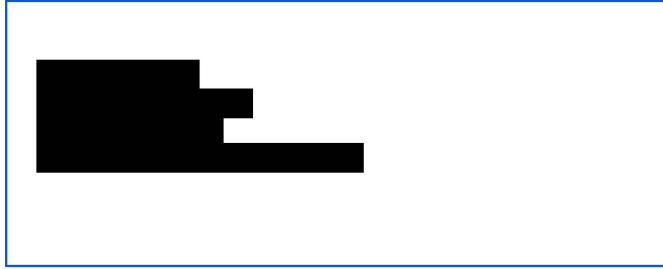


**COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL**
P.O. BOX 30629
LOS ANGELES, CA 90030-0629

(866) 561-9744



NOTICE OF DELINQUENT PARKING VIOLATION



NOTICE DATE:	06/26/14
DUE DATE:	07/10/14
PLATE NO:	[REDACTED]
VEHICLE MAKE:	CHEV
VEHICLE COLOR:	BK

Our records show that you have failed to respond to the parking ticket(s) listed below. Failure to pay the parking penalties due by mail or in person PRIOR to the DUE DATE indicated below will result in increased penalties, withholding of your vehicle registration by the Department of Motor Vehicles (CVC 4760), and may subject your vehicle to immobilization (booting) or impoundment (CVC 22651.7, 22651(i)). In addition you may be subject to a civil judgment that could lead to the garnishment of wages and seizure of property (CVC 40220).

If you wish to contest this violation, you may request an administrative review PRIOR to the DUE DATE printed on this NOTICE. You may request an administrative review by mail, by telephone to the number noted below, or in-person at the offices listed below:

Payment Options:

- ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- BY MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. When submitting your payment, please note the citation number(s) and the license plate number to ensure your account is properly credited. **DO NOT SEND CASH.**
- IN PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed below.

PARKING ENFORCEMENT DETAIL PAYMENT CENTERS

DOWNTOWN
312 W. 2nd St.
L.A., CA 90012

MID-WILSHIRE
3333 Wilshire Blvd. Ste 3337
L.A., CA 90010

WEST LOS ANGELES
9911 W. Pico Blvd.
Suite B-201
L.A., CA 90035

VAN NUYS
6309 Van Nuys Blvd.
Rm. 103
Van Nuys, CA 91401

These offices are open Monday thru Friday 9:00 am to 5:00 pm (except holidays).



0114177000003700161311062419230909011000063000006300

KEEP THIS PORTION FOR YOUR RECORDS

SH001 REV 08252010

COUNTY OF LOS ANGELES PARKING ENFORCEMENT

CITATION NO.	DATE	TIME	LOCATION	VIOLATION	TOTAL DUE
[REDACTED]	06/03/14	10:34A	[REDACTED]	STREET SWEEPING	\$63.00

LICENSE PLATE



NOTICE DATE

06/26/14

**TOTAL
AMOUNT DUE**

DUE DATE: 07/10/14

\$63.00

0114177000003700161311062419230909011000063000006300

(213) 629-3919

**URGENT
NOTICE**

VEHICLE COLOR: **TN**

1014164000121200121311061827200702041000340000034000



**COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL**

P.O. BOX 30629
LOS ANGELES, CA 90030-0629

(866) 561-9744



**IN
COLLECTION**

06/26/14



VEHICLE MAKE:	AUDI
VEHICLE LIC:	[REDACTED]
COLLECTION FEE:	\$39.00
FINE & PENALTY:	\$131.00
TOTAL DUE: →	\$170.00

Important: See information below
concerning CVC Sections 40200.3,
40203.5.

GIVE THIS YOUR PROMPT ATTENTION

The County of Los Angeles Parking Enforcement Detail still has record of unpaid parking citations issued to a vehicle registered in your name. Please be advised that this matter has been escalated to our formal collection process and we will pursue this matter until payment is received in full or until the citations are otherwise resolved.

Failure to pay the amount due specified below could result in civil enforcement action which may include negative credit reporting.

Please note: The cost of additional collection efforts has been added to the amount of the fine for the violation as provided in California Vehicle Code Sections 40200.3, 40203.5.

Payment Options:



- **ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- **BY MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. When submitting your payment, please note the citation number(s) and the license plate number to ensure your account is properly credited. **DO NOT SEND CASH.**
- **IN PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed on the back of this notice.

¡Aviso! Ponga seria atención a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delinquentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

2114177000001500111311291515142219241700170000017000

SH021 REV 08252010

PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[REDACTED]	04/10/14	03:00P	[REDACTED]	FAILURE TO OBEY SIGN	\$170.00
					\$170.00

COUNTY OF LOS ANGELES

2114177000001500111311291515142219241700170000017000



**COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL**

P.O. BOX 30629
LOS ANGELES, CA 90030-0629

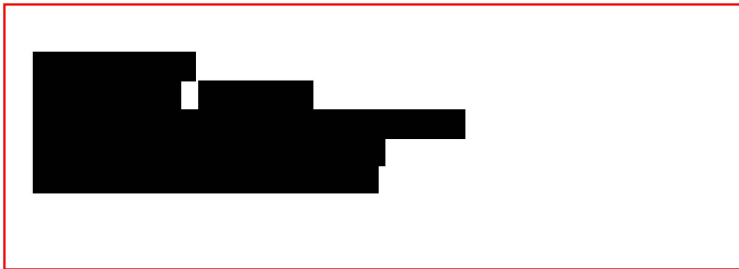
(866) 561-9744



IN COLLECTION

SECOND WARNING

06/26/14



VEHICLE MAKE:	FORD
VEHICLE LIC:	[REDACTED]
COLLECTION FEE:	\$45.00
FINE & PENALTY:	\$151.00
TOTAL DUE: →	\$196.00

Important: See information below concerning CVC Sections 40200.3, 40203.5.

GIVE THIS YOUR PROMPT ATTENTION

The County of Los Angeles Parking Enforcement Detail has previously advised you that you have outstanding citation(s) issued to a vehicle registered in your name. Despite our notice, you have not responded and are now eligible to have a hold placed on your annual vehicle registration renewal until this matter is resolved.

Your citations are past due. Unless you immediately satisfy the outstanding parking citations cited below, your account will be referred for additional collections activities.

Please note: The cost of additional collection efforts has been added to the amount of the fine for the violation as provided in California Vehicle Code Sections 40200.3, 40203.5. For immediate resolution, remit the total amount due specified below in the enclosed envelope.

Payment Options:

- **ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- **BY MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. When submitting your payment, please note the citation number(s) and the license plate number to ensure your account is properly credited. **DO NOT SEND CASH.**
- **IN PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed on the back of this notice.




¡Aviso! Ponga seria atención a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

2214177000000500131311291515142219241700196000019600

SH022 REV 08252010

PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[REDACTED]	03/26/14	02:50P	[REDACTED]	UNREGISTERED VEHICLE	\$196.00
					\$196.00

COUNTY OF LOS ANGELES

2214177000000500131311291515142219241700196000019600



COUNTY of LOS ANGELES PARKING ENFORCEMENT DETAIL

P.O. BOX 30629
LOS ANGELES, CA 90030-0629
(866) 561-9744



COLLECTION STATUS: FINAL WARNING

NOTICE DATE: 06/24/14



DELINQUENT ACCOUNT

VEHICLE MAKE:	DODG
VEHICLE LIC:	[REDACTED]
COLLECTION FEE:	\$39.00
FINE & PENALTY:	\$68.00
TOTAL DUE:	\$107.00

THE FOLLOWING WARRANTS YOUR IMMEDIATE ATTENTION

Our records show you have failed to clear parking citations issued to a vehicle registered in your name. We have previously mailed you one or more Notice(s) of Delinquent Parking Violation. Be advised, due to the delinquent status of your citations any or all of the following sanctions may now be enforced:

- STATE TAX REFUND MAY BE WITHHELD (GOVERNMENT CODES 12419.8 & 12419.10)
- ACCOUNT REFERRED TO A COLLECTION AGENCY
- A HOLD ON YOUR ANNUAL VEHICLE REGISTRATION RENEWAL
- IF YOU HAVE 5 OR MORE DELINQUENT CITATIONS, YOUR VEHICLE WILL REMAIN ELIGIBLE FOR IMPOUNDMENT (CVC 22651.7, 22651 (i)).

Payment in full must be received within ten (10) days from the date of this notice in order to avoid the sanctions listed above. Return the bottom portion of this notice with the full payment in the enclosed return envelope. Be advised that payment made at the DMV will not clear your record for approximately 90 days.

Payment Options:

- ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- BY MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. When submitting your payment, please note the citation number(s) and the license plate number to ensure your account is properly credited. **DO NOT SEND CASH.**
- IN PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed on the back of this notice.




Under California law, if you were the legal owner of the vehicle at the time the citation(s) were issued, you are legally responsible for clearing these parking citations even if you no longer own the vehicle cited.

¡Aviso! Ponga serla atención a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

2514175000000400101311063632310509041000107000010700

SH025 REV 08122010

PLEASE RETURN THIS BOTTOM PORTION WITH YOUR PAYMENT

CITATION NO.	DATE	TIME	LOCATION	VIOLATION	TOTAL DUE
[REDACTED]	01/12/14	03:56P	[REDACTED]	FAILURE TO OBEY SIGN	\$107.00
					\$107.00

COUNTY OF LOS ANGELES

2514175000000400101311063632310509041000107000010700

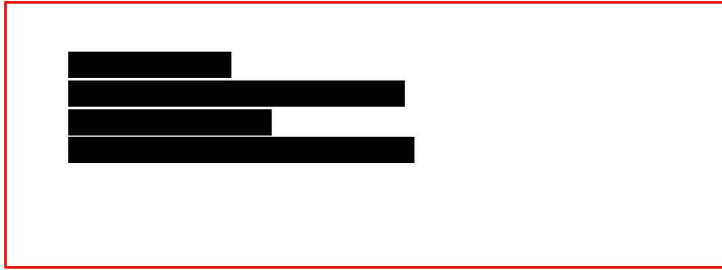


**COUNTY of LOS ANGELES
PARKING ENFORCEMENT DETAIL**
P.O. BOX 30629
LOS ANGELES, CA 90030-0629
(866) 561-9744



**IN
COLLECTION**

05/23/11



VEHICLE MAKE:	FORD
VEHICLE LIC:	[REDACTED]
COLLECTION FEE:	\$32.00
FINE & PENALTY:	\$108.00
TOTAL DUE: →	\$140.00

Important: See information below concerning CVC Sections 40200.3, 40203.5.

GIVE THIS YOUR PROMPT ATTENTION

The County of Los Angeles Parking Enforcement Detail still has record of unpaid parking citations issued to a vehicle registered in your name. Please be advised that this matter has been escalated to our formal collection process and we will pursue this matter until payment is received in full or until the citations are otherwise resolved.

Failure to pay the amount due specified below could result in civil enforcement action which may include negative credit reporting.

Please note: The cost of additional collection efforts has been added to the amount of the fine for the violation as provided in California Vehicle Code Sections 40200.3, 40203.5.

Payment Options:

- **ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- **BY-PHONE:** You can pay your tickets by credit card over the telephone by calling toll free 1-866-561-9744. This option is available 24 hours per day, seven days a week.
- **BY-MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. When submitting your payment, please note the citation number(s) and the license plate number to ensure your account is properly credited. **DO NOT SEND CASH.**
- **IN-PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed on the back of this notice.

We Accept




¡Aviso! Ponga seria atención a esta noticia. El Condado de Los Angeles espera su pago para las infracciones de estacionamiento ya delincuentes que se encuentran escritas abajo. Para más información, llame a uno de los números en este aviso.

2611143000010600151311042626220804091000140000014000

SH026 REV 05192011

PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[REDACTED]	03/07/10	01:09PM	[REDACTED]	DOUBLE PARKING	\$140.00
					\$140.00

COUNTY OF LOS ANGELES

2611143000010600151311042626220804091000140000014000



2713207000000400141311061401090505091000170000017000



P.O. Box 30629
Los Angeles, California
90030-0629
(866) 561-9744



Notice of
BALANCE DUE

Mail Date:	05/20/13
Vehicle Make:	TOYT
Vehicle Lic:	[REDACTED]
Collection Fee:	\$38.00
Fine & Penalty:	\$103.00
TOTAL DUE:	\$141.00

GIVE THIS MATTER YOUR PROMPT ATTENTION!

Our records indicate that you have made a payment to our offices for at least one parking citation which was issued to a vehicle registered in your name. We appreciate your payment. However, the amount paid did not cover the entire amount due. Please forward your payment for the remaining balance identified below. The citation(s) listed may incur additional penalties until the entire amount due has been paid (CVC 40203.5). If you have any question our telephone representatives are available to assist you during normal business hours.

Your prompt payment will ensure your ability to register your vehicle. Be advised that payments made at the DMV for parking citations will not clear your records as promptly as payments made directly to the Parking Violations Bureau.



Payment Options:

- **ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- **BY-PHONE:** You can pay your tickets by credit card over the telephone by calling toll free 1-866-561-9744. This option is available 24 hours per day, seven days a week.
- **BY-MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. When submitting your payment, please note the citation number(s) and the license plate number to ensure your account is properly credited. **DO NOT SEND CASH.**
- **IN-PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed on the back of this notice.

5513140000023100161311043426200507031000141000014100

SH055 REV 05232011

Please return the bottom portion along with your payment in the enclosed envelope.

NOTICE OF BALANCE DUE

CITATION NO.	DATE ISSUED	TIME	LOCATION	VIOLATION	TOTAL DUE
[REDACTED]	07/08/10	01:15PM	[REDACTED]	FAILURE TO OBEY SIGN	\$141.00
					\$141.00
LICENSE PLATE [REDACTED]	NOTICE DATE 05/20/13	TOTAL AMOUNT DUE			\$141.00

5513140000023100161311043426200507031000141000014100

PARKING ENFORCEMENT DETAIL
P.O. BOX 30629
LOS ANGELES, CA 90030-0629
(866) 561-9744



INTERCEPT NOTICE - TAX REFUND For Delinquent Parking Citations



10/25/13

VEHICLE MAKE:	CHVY
VEHICLE LIC:	
COLLECTION FEE:	\$39.00
FINE & PENALTY:	\$68.00
TOTAL DUE:	\$107.00

Our records indicate that you have a \$ 107.00 debt due to the County of Los Angeles to pay for delinquent parking fines. You have 30 days from the date of this notice to voluntarily pay this amount before we submit this information to the Franchise Tax Board (FTB) for interagency intercept collection.

Nuestros registros indican que usted tiene un adeudo atrasado de \$ 107.00 con el condado de Los Angeles. Usted tiene un plazo de 30 días para pagar voluntariamente el adeudo. De otra manera, esta información sera proporcionada al Franchise Tax Board (FTB) para su coleccion. Para obtener más información llame al teléfono: (866) 561-9744.

The FTB operates an intercept program in conjunction with the State Controller's Office, collecting delinquent liabilities individuals owe to state and local agencies. The FTB intercepts California State tax refunds, lottery winnings, and unclaimed property claims owed to individuals. FTB redirects these funds to pay the individual's debts to the agencies. (California Government Code Sections 12419.2, 12419.7, 12419.8, 12419.9, 12419.10, 12419.11, and 12419.12).

Below is a detailed list of outstanding citations and amounts owed. These can be contested by providing proof of one of the following:

- The citations were previously paid.
- You were not the legally registered owner at the time the citation was issued, per Department of Motor Vehicles, Section 5602.
- The vehicle was stolen at the time the citation was issued.

Voluntary payments or objections to this action must be made within 30 days from the date of this notice. To contest the action, you may contact us and submit any supporting documentation, either by mail to the address listed above or in person at any Parking Enforcement Detail Payment Centers. Include the citation number(s) and vehicle license plate number on all correspondence. If you do not contact us within that time, or if you do not provide sufficient objections, we will proceed with intercept collections.

Payment Options:



- **ON-LINE:** Payment may be made on-line via the internet by visiting www.lasheriffparking.com.
- **BY-MAIL:** Checks or money orders should be made payable to the L.A. County Sheriff's Department, P.O. Box 30629, Los Angeles, CA 90030-0629. Please note your citation number(s) and license plate on your check or money order.
DO NOT SEND CASH.
- **IN-PERSON:** You may also pay in person at any of the Parking Enforcement Detail Payment Centers listed on the back of this notice.

AVOID THE INTERCEPT OF YOUR TAX REFUND BY MAKING IMMEDIATE PAYMENT OF THE TOTAL AMOUNT DUE

SH061 REV 10182013

PLEASE RETURN THE BOTTOM PORTION WITH YOUR PAYMENT

TAX REFUND INTERCEPT NOTICE

CITATION NO.	DATE	TIME	LOCATION	VIOLATION	TOTAL DUE
	01/30/12	09:23AM		STREET SWEEPING	\$107.00
Plate Number:				TOTAL AMOUNT	\$107.00

6113298000158600151311033418230606001000107000010700



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»
Letter #104

Notice of Insufficient Documents

We are unable to review your claim of disabled parking privileges because of insufficient or incomplete documentation. In order for us to complete the review of your case, we must have a written statement indicating the reason for contesting the placard violation and copies of each of the following documents: 1) your disabled person placard at the time of citation issuance, 2) your disabled person placard identification card/ receipt, and 3) payment of the \$25 per citation administrative fee.

Your documentation must confirm that you were entitled to disabled parking privileges at the time the citation(s) were issued. If the registered owner of the vehicle and the name on the disabled placard identification card do not match, you must also send a statement explaining why. Simply supplying a copy of your placard without all the additional requested documentation is not sufficient. Please send the requested information or make payment within 21 calendar days from the date of this letter to prevent the addition of penalties.

Payments can be made online at www.lasheriffparking.com. Alternatively, you may also pay with a check or money order payable to Los Angeles County Sheriff's Department and mailed to the address above. Please write the citation number(s) on the check or money order to ensure proper posting.

***** DO NOT SEND CASH *****

Unless we receive the requested information within 21 calendar days from the date of this letter, our review will be based solely upon the documentation already at hand. You will be notified of the results in writing.

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET-NUMBER01»	«CSV-TICKET-ISSUE-DATE01»	\$ «CSV-TICKET-AMT-DUE01»
«CSV-TICKET-NUMBER02»	«CSV-TICKET-ISSUE-DATE02»	\$ «CSV-TICKET-AMT-DUE02»
«CSV-TICKET-NUMBER03»	«CSV-TICKET-ISSUE-DATE03»	\$ «CSV-TICKET-AMT-DUE03»
«CSV-TICKET-NUMBER04»	«CSV-TICKET-ISSUE-DATE04»	\$ «CSV-TICKET-AMT-DUE04»
«CSV-TICKET-NUMBER05»	«CSV-TICKET-ISSUE-DATE05»	\$ «CSV-TICKET-AMT-DUE05»
«CSV-TICKET-NUMBER06»	«CSV-TICKET-ISSUE-DATE06»	\$ «CSV-TICKET-AMT-DUE06»
«CSV-TICKET-NUMBER07»	«CSV-TICKET-ISSUE-DATE07»	\$ «CSV-TICKET-AMT-DUE07»
«CSV-TICKET-NUMBER08»	«CSV-TICKET-ISSUE-DATE08»	\$ «CSV-TICKET-AMT-DUE08»
«CSV-TICKET-NUMBER09»	«CSV-TICKET-ISSUE-DATE09»	\$ «CSV-TICKET-AMT-DUE09»
«CSV-TICKET-NUMBER10»	«CSV-TICKET-ISSUE-DATE10»	\$ «CSV-TICKET-AMT-DUE10»

Total Amount Due: \$ «CSV-TOTAL-AMT»



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»
Letter #189

We have received your inquiry concerning the citation(s) listed below. In order to investigate your claim, we will need the following documents:

1. A signed statement that the violation occurred because your vehicle was disabled
2. Proof of current registration
3. A repair or towing receipt dated within 24 hours of the violation

Please forward the requested documentation along with a copy of this letter to:

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, CA 90030-0629
Attn: Correspondence Department

Unless we receive the requested information within 21 calendar days from the date of this letter, our review will be based solely upon the documentation already at hand. At the conclusion of this review, you will be notified of the results in writing.

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET- NUMBER01»	«CSV-TICKET- ISSUE-DATE01»	\$ «CSV- TICKET-AMT- DUE01»
«CSV-TICKET- NUMBER02»	«CSV-TICKET- ISSUE-DATE02»	\$ «CSV- TICKET-AMT- DUE02»
«CSV-TICKET- NUMBER03»	«CSV-TICKET- ISSUE-DATE03»	\$ «CSV- TICKET-AMT- DUE03»
«CSV-TICKET- NUMBER04»	«CSV-TICKET- ISSUE-DATE04»	\$ «CSV- TICKET-AMT- DUE04»
«CSV-TICKET- NUMBER05»	«CSV-TICKET- ISSUE-DATE05»	\$ «CSV- TICKET-AMT- DUE05»



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»
Letter # 281

This letter is in response to your inquiry regarding the citation(s) listed below. Your request for an extension has been approved. Therefore, your payment must be received at the above address within thirty (30) calendar days from the date of this letter. This extension has been granted in order to allow you to make your payment, and is the only extension that will be granted. Failure to make payment by the 30th day will result in penalties and the Department of Motor Vehicles will be instructed to withhold your vehicle registration.

Payments can be made online at www.lasheriffparking.com. Alternatively, you may also pay with a check or money order payable to Los Angeles County Sheriff's Department and mailed to the address above. Please write the citation number(s) on the check or money order to ensure proper posting.

***** DO NOT SEND CASH *****

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET- NUMBER01»	«CSV-TICKET- ISSUE-DATE01»	\$ «CSV- TICKET-AMT- DUE01»
«CSV-TICKET- NUMBER02»	«CSV-TICKET- ISSUE-DATE02»	\$ «CSV- TICKET-AMT- DUE02»
«CSV-TICKET- NUMBER03»	«CSV-TICKET- ISSUE-DATE03»	\$ «CSV- TICKET-AMT- DUE03»
«CSV-TICKET- NUMBER04»	«CSV-TICKET- ISSUE-DATE04»	\$ «CSV- TICKET-AMT- DUE04»
«CSV-TICKET- NUMBER05»	«CSV-TICKET- ISSUE-DATE05»	\$ «CSV- TICKET-AMT- DUE05»
«CSV-TICKET- NUMBER06»	«CSV-TICKET- ISSUE-DATE06»	\$ «CSV- TICKET-AMT- DUE06»
«CSV-TICKET- NUMBER07»	«CSV-TICKET- ISSUE-DATE07»	\$ «CSV- TICKET-AMT- DUE07»



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»
Letter #225

Thank you for your inquiry regarding the citation(s) listed below.

In order to properly review your claim, we will need a copy of the permit which, as you previously indicated, entitles you to park in the area where you were cited. Please forward the requested documentation to:

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, CA 90030-0629
Attn: Correspondence Department

Unless we receive this documentation within 35 calendar days from the date of this letter, the Administrative Review will be based solely on the documentation at hand. You will still have the option of requesting a hearing before a Hearing Officer after you have received written notification of the results of your Administrative Review. The written notification will provide you with information on how to request a hearing.

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET- NUMBER01»	«CSV-TICKET- ISSUE-DATE01»	\$ «CSV- TICKET-AMT- DUE01»
«CSV-TICKET- NUMBER02»	«CSV-TICKET- ISSUE-DATE02»	\$ «CSV- TICKET-AMT- DUE02»
«CSV-TICKET- NUMBER03»	«CSV-TICKET- ISSUE-DATE03»	\$ «CSV- TICKET-AMT- DUE03»
«CSV-TICKET- NUMBER04»	«CSV-TICKET- ISSUE-DATE04»	\$ «CSV- TICKET-AMT- DUE04»
«CSV-TICKET- NUMBER05»	«CSV-TICKET- ISSUE-DATE05»	\$ «CSV- TICKET-AMT- DUE05»
«CSV-TICKET- NUMBER06»	«CSV-TICKET- ISSUE-DATE06»	\$ «CSV- TICKET-AMT- DUE06»



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»

«CSV-NAME»

«CSV-ADDR1»

«CSV-ADDR2»

«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»

Letter #254

We received your request to be scheduled for an Administrative Hearing regarding the citation(s) listed below. However, we did not receive the required payment in full. We are, therefore, unable to process your request.

In order to be scheduled for a hearing, you must fill out the Administrative Hearing Request Form located on the reverse side of this document and return it to the Parking Enforcement Detail either by mail or in person at one of the cashiering locations. A separate Administrative Hearing Request Form must be completed for each citation being contested, and all outstanding fines related to the citation(s) being contested must be paid in full prior to scheduling a hearing.

Payments can be made online at www.lasheriffparking.com. Alternatively, you may pay with a check or money order payable to Los Angeles County Sheriff's Department and mailed to the address above. Please write the citation number(s) on the check or money order to ensure proper posting.

*** DO NOT SEND CASH ***

Please note that payment must be received within 21 calendar days from the date of this letter or you will forfeit your right to a hearing. If you have any questions regarding these procedures, please call the Parking Enforcement Detail at the number listed above.

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET- NUMBER01»	«CSV-TICKET- ISSUE-DATE01»	\$ «CSV- TICKET-AMT- DUE01»
«CSV-TICKET- NUMBER02»	«CSV-TICKET- ISSUE-DATE02»	\$ «CSV- TICKET-AMT- DUE02»
«CSV-TICKET- NUMBER03»	«CSV-TICKET- ISSUE-DATE03»	\$ «CSV- TICKET-AMT- DUE03»
«CSV-TICKET- NUMBER04»	«CSV-TICKET- ISSUE-DATE04»	\$ «CSV- TICKET-AMT- DUE04»
«CSV-TICKET- NUMBER05»	«CSV-TICKET- ISSUE-DATE05»	\$ «CSV- TICKET-AMT- DUE05»
«CSV-TICKET- NUMBER06»	«CSV-TICKET- ISSUE-DATE06»	\$ «CSV- TICKET-AMT- DUE06»
«CSV-TICKET- NUMBER07»	«CSV-TICKET- ISSUE-DATE07»	\$ «CSV- TICKET-AMT- DUE07»
«CSV-TICKET- NUMBER08»	«CSV-TICKET- ISSUE-DATE08»	\$ «CSV- TICKET-AMT- DUE08»

COUNTY OF LOS ANGELES
PARKING ENFORCEMENT DETAIL «CSV-TICKET-AND-TYPE-LINE»
P.O. BOX 30629
LOS ANGELES, CA 90030-0629
RETURN SERVICE REQUESTED

«CSV-MAILING-BARCODE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

COUNTY OF LOS ANGELES
PARKING ENFORCEMENT DETAIL
ADMINISTRATIVE HEARING REQUEST FORM

(TO BE COMPLETED BY RESPONDENT ONLY AFTER RECEIVING DETERMINATION ON INITIAL REVIEW)

If you do not agree with the findings of the Initial Review, within **21 calendar days** of the mailing of this notice, you may request an Administrative Hearing to be conducted either in person or by mail. If you do not request a hearing within 21 days, you lose the opportunity to contest and the results of the Initial Review become **FINAL** (Reference California Vehicle Code Section 40215(b)). [There are currently no provisions for community service or jail time as an alternative to paying parking penalties. Failure to pay will result in additional penalties and the total amount due assigned to the registration renewal fees on your vehicle.]

Please check one. If a box is not appropriately checked, an **in-person hearing** will be scheduled. If you need information which is not on this form, please call 1 (866) 561-9744.

- ☐ Penalty Enclosed - Request Administrative Hearing **In-Person**
☐ Penalty Enclosed - Request Administrative Hearing **By Written Declaration (Below)**

Please provide your own translator if you do not speak English.

VEHICLE LICENSE # _____ CITATION # _____
ISSUE DATE _____ VIOLATION _____
NAME _____
ADDRESS _____ PHONE # () _____
CITY/STATE _____ ZIP _____

STATEMENT (WHY DO YOU WANT A HEARING, PLEASE EXPLAIN)

(Please add additional pages if needed. Sign and date below.)

I state and declare, under the penalty of perjury, that the foregoing is true and correct.

Date _____

SIGNATURE

Within 21 days, return this completed form with the amount of penalty to: Los Angeles County Sheriff's Department
P.O. Box 30629
Los Angeles, CA 90030-6029

FOR DEPARTMENT USE ONLY

Approve for scheduling: _____
Initial _____ Date _____
☐ 247C
☐ 2475 entered in eTIMS _____
Initial _____ Date _____



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»
Letter #184

Thank you for your inquiry regarding the citation(s) listed below. You were cited for violation of California Vehicle Code Section 5204(a), No Current Tabs Displayed. Pursuant to Section 40225 of the California Vehicle Code, you must provide:

- Proof of Correction; and
- Proof that the Vehicle Registration is Current.

Upon receipt of the completed Proof of Correction, the fine amount may be reduced to \$10. To obtain Proof of Correction, please take this letter to your local Sheriff's station, or other law enforcement agency. Per Government Code Section 26746, there is a **\$17 fee** to inspect the vehicle and have the citation signed off. This fee is in addition to the fine amount.

Unless we receive this letter, Proof of Correction, and your payment for the reduced fine of \$10 within 21 calendar days from the date of this letter or by the due date on the notice of delinquent parking violation, normal processing of the citation(s) will resume and a penalty will be applied. Once the penalty has been applied, you will be liable for both the penalty and the \$10 reduced fine. If you have any questions, please call us at the phone number listed above.

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET-NUMBER01»	«CSV-TICKET-ISSUE-DATE01»	\$«CSV-TICKET-AMT-DUE01»
«CSV-TICKET-NUMBER02»	«CSV-TICKET-ISSUE-DATE02»	\$«CSV-TICKET-AMT-DUE02»
«CSV-TICKET-NUMBER03»	«CSV-TICKET-ISSUE-DATE03»	\$«CSV-TICKET-AMT-DUE03»
«CSV-TICKET-NUMBER04»	«CSV-TICKET-ISSUE-DATE04»	\$«CSV-TICKET-AMT-DUE04»
«CSV-TICKET-NUMBER05»	«CSV-TICKET-ISSUE-DATE05»	\$«CSV-TICKET-AMT-DUE05»
«CSV-TICKET-NUMBER06»	«CSV-TICKET-ISSUE-DATE06»	\$«CSV-TICKET-AMT-DUE06»
«CSV-TICKET-NUMBER07»	«CSV-TICKET-ISSUE-DATE07»	\$«CSV-TICKET-AMT-DUE07»
«CSV-TICKET-NUMBER08»	«CSV-TICKET-ISSUE-DATE08»	\$«CSV-TICKET-AMT-DUE08»
«CSV-TICKET-NUMBER09»	«CSV-TICKET-ISSUE-DATE09»	\$«CSV-TICKET-AMT-DUE09»
«CSV-TICKET-NUMBER10»	«CSV-TICKET-ISSUE-DATE10»	\$«CSV-TICKET-AMT-DUE10»

Total Amount Due: \$«CSV-TOTAL-AMT»

Certification of Correction: California Vehicle Code Section 5204(a)

<i>Certifying Signature</i>	<i>Print Name</i>	<i>Badge Number</i>	<i>Agency</i>	<i>Date</i>



COUNTY OF LOS ANGELES

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, California 90030-0629
1 (866) 561-9744
www.lasheriffparking.com



«CSV-TICKET-AND-TYPE-LINE»
«CSV-NAME»
«CSV-ADDR1»
«CSV-ADDR2»
«CSV-CITY-ST-ZIP»

«CSV-NOTICE-DATE»
Letter #140

This letter is in response to your inquiry concerning the parking citation(s) which were issued during the time your vehicle was stolen/ embezzled. In order for the citation(s) to be dismissed, you must provide documentation substantiating your claim, such as a police report indicating the dates the vehicle was stolen/ embezzled and recovered. If the vehicle has not been recovered, you may submit an insurance report documenting the date your claim was settled.

Please forward the requested documentation to:

Parking Enforcement Detail
P.O. Box 30629
Los Angeles, CA 90030-0629
Attn: Correspondence Department

Unless we receive this documentation within 45 calendar days from the date of this letter, the Administrative Review will be based solely on the documentation at hand. You will still have the option of requesting a hearing before a Hearing Officer after you have received written notification of the results of your Administrative Review. The written notification will provide you with information on how to request a hearing.

PARKING ENFORCEMENT DETAIL

Plate: «CSV-STATE-PLATE»

Citation Number(s):	Issue Date:	Amount:
«CSV-TICKET- NUMBER01»	«CSV-TICKET- ISSUE-DATE01»	\$ «CSV- TICKET-AMT- DUE01»
«CSV-TICKET- NUMBER02»	«CSV-TICKET- ISSUE-DATE02»	\$ «CSV- TICKET-AMT- DUE02»
«CSV-TICKET- NUMBER03»	«CSV-TICKET- ISSUE-DATE03»	\$ «CSV- TICKET-AMT- DUE03»
«CSV-TICKET- NUMBER04»	«CSV-TICKET- ISSUE-DATE04»	\$ «CSV- TICKET-AMT- DUE04»
«CSV-TICKET- NUMBER05»	«CSV-TICKET- ISSUE-DATE05»	\$ «CSV- TICKET-AMT- DUE05»
«CSV-TICKET- NUMBER06»	«CSV-TICKET- ISSUE-DATE06»	\$ «CSV- TICKET-AMT-

**Exhibit A
Attachment C**

**LASD Desktop Computing
Workstation Baseline**

LASD DESKTOP COMPUTING WORKSTATION BASELINE

(SEPTEMBER 2015)

Specifications:

Computer

HP i7-4770 3.4GHZ CPU, 8GB DDR3, 1TB

ADD, 1GB AMD Radeon HD 8350,

Windows 7/8.1 Pro 64-bit, 3 YR Warranty

16GB PC3 12800 DDR3-1600 SDRAM memory, expandable to 32GB

1TB 7200 RPM SATA hard drive

DVD-writer

Interface/ports: 4 x USB 3.0, 6 x USB 2.0, DVI-D, DVI-I, audio line in, audio line out

Graphics: NVIDIA GeForce GT 640

Maximum power supply wattage: 600 W

Optical media supported: DVD-RAM/R/RW, direct media interface: 5GT/s

Built-in devices: Wireless chiclet-style keyboard with volume control, Windows 8 hot keys and optical mouse

Input voltage: 100 - 240 V

Monitor:

HP Advantage E231 23" LED LCD Monitor-16:9-5ms

Resolution Format: 1920 x 1080

Contrast Ratio: 1000:1

Dynamic Contrast Ratio: 8,000,000:1

Pixel Pitch 0265mm, 95.8 pixels per inch

Tilt: -5 to 19 vertical

Printer:

Printer specification shall meet or exceed HP LaserJet 600 performance standard.

**Exhibit A
Attachment D**

Parking Enforcement Detail – Staffing Profile

PARKING ENFORCEMENT DETAIL - STAFFING PROFILE

	Management	Administrative Staff	PCOs
Sheriff:			
HQs	2	8	0
Various Patrol Stations	11	0	69
Totals:	13	8	69

‘Management’ – Department employees that need to have complete access to all System operational features. This will be the core group of experts that will be able to train other users.

‘Administrative Staff’ – Department employees who are not ‘Management’, but will nonetheless need limited-role access for the purpose of querying and report writing.

‘PCOs’ – Parking Control Officers – Sheriff’s parking enforcement line staff. They will be charged with the day-to-day operation of handheld computing devices and the automated license plate recognition systems (Field Equipment). They will not require System training.

Staffing levels are dynamic. Variances from the above figures should not be significant at the time of implementation.

Available Training Locations:

Sheriff’s Administrative Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754

The Sheriff’s STARS Center
11515 South Colima Road
Whittier, California 90604

Exhibit A Attachment E

Fidelity Information Services (FIS) Integration

FIS INTERFACE

The Los Angeles County Honorable Board of Supervisors approved an agreement with Fidelity Information Services, LLC (FIS) to provide electronic payment processing services (credit/debit cards, electronic checks, Point of Sale Terminals [POS], Interactive Voice Response [IVR], etc.) to County Departments, related agencies, and districts. For vendor/contractor developed store front applications, they must integrate with FIS online payment gateway. Listed below are information on FIS integration options.

FIS can accept a HTTPS Form Post into an API where the customer enters the card/sensitive data on the vendor hosted screens. The form post will facilitate the exchange of payment information through the FIS gateway. FIS will provide a real time response to the vendor in this integration.

FIS can also accept an XML Post or HTTPS Form Post into a 3 page pass through application where the customer can be routed to the FIS hosted pages to enter the card/sensitive data. FIS will provide a post back of transaction information on successful payments in this integration.

Both integration options are based on name/value pairs and follow security policies to authenticate every incoming request. All required fields including but not limited to: merchant code, settle code, merchant password, merchant amount, and user part data, must be submitted in the form post to progress through FIS' gateway. Upon awarding the contract, the vendor will be required to sign a non-disclosure agreement with FIS prior to receiving the application certification documents.

Exhibit B
PRICING SHEET

All costs described in this Pricing Sheet are not-to-exceed, all-inclusive rates.

I. PER-CITATION PROCESSING COST

The following all-inclusive, per-citation processing cost shall be inclusive of any and all Taxes and other fees and shall further take into consideration the difference between handwritten citation processes vs. electronic citation uploads and the requirements set forth in Exhibit A (Statement of Work).

YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 4	OPTION YEAR 5	6-MONTH OPTION
\$1.38	\$1.42	\$1.46	\$1.51	\$1.55	\$1.60

The County makes no guarantee as to the actual number of citations which may be processed in any given Contract year.

II. MONTHLY USAGE COST

Ila. Desktop Computing Hardware Devices (Inclusive of CPUs, Monitors, Laser Printers, Scanners, and/or peripheral computing devices)

The fixed monthly per device cost for usage and maintenance of a desktop computing hardware device is as follows:

YEAR 1 MONTHLY PER DEVICE COST	YEAR 2 MONTHLY PER DEVICE COST	YEAR 3 MONTHLY PER DEVICE COST	OPTION YEAR 4 MONTHLY PER DEVICE COST	OPTION YEAR 5 MONTHLY PER DEVICE COST	6-MONTH OPTION MONTHLY PER DEVICE COST
\$64.10	\$64.10	\$64.10	\$64.10	\$64.10	\$64.10

Upon the commencement of the Contract, Contractor shall provide ten (10) desktop computing hardware devices for use by the Department. It is anticipated that the County's need for desktop computing hardware devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required desktop computing hardware devices by no more than twenty percent (20%) during the term of the Contract.

IIb. Handheld Electronic Ticket-Writer Computing Devices

The fixed monthly per device cost for usage and maintenance of a handheld electronic ticket-writer computing device is as follows:

YEAR 1 MONTHLY PER DEVICE COST	YEAR 2 MONTHLY PER DEVICE COST	YEAR 3 MONTHLY PER DEVICE COST	OPTION YEAR 4 MONTHLY PER DEVICE COST	OPTION YEAR 5 MONTHLY PER DEVICE COST	6-MONTH OPTION MONTHLY PER DEVICE COST
\$72.19	\$72.19	\$72.19	\$72.19	\$72.19	\$72.19

Upon the commencement of the Contract, Contractor shall provide seventy (70) handheld electronic ticket-writer computing devices for use by the Department. It is anticipated that the County's need for handheld electronic ticket-writer computing devices may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld electronic ticket-writer computing devices by no more than twenty percent (20%) during the term of the Contract.

IIc. Automated License Plate Recognition (ALPR) Systems

The fixed monthly per device cost for usage and maintenance of an ALPR system is as follows:

YEAR 1 MONTHLY PER DEVICE COST	YEAR 2 MONTHLY PER DEVICE COST	YEAR 3 MONTHLY PER DEVICE COST	OPTION YEAR 4 MONTHLY PER DEVICE COST	OPTION YEAR 5 MONTHLY PER DEVICE COST	6-MONTH OPTION MONTHLY PER DEVICE COST
\$827.90	\$827.90	\$827.90	\$827.90	\$827.90	\$827.90

Upon the commencement of the Contract, Contractor shall provide five (5) ALPR systems for use by the Department. It is anticipated that the County's need for ALPR systems may vary and fluctuate during the term of the Contract. The County reserves the right to increase or decrease the number of required handheld ALPR systems by no more than twenty percent (20%) during the term of the Contract.

III. IMPLEMENTATION COSTS

Contractor confirms that there will not be any one-time implementation costs associated with the PCPS service.

PRICE COMPONENT	ONE-TIME COST
IVR Telephone Subsystem	\$0.00
Pay-by-Web Interface	\$0.00
ALPR law-enforcement configuration	\$0.00 *
TOTAL AMOUNT	\$0.00

* Based upon the assumption that the ALPR server will be housed inside the Sheriff's Data Network.

IV. SPECIAL COLLECTIONS FEE

The Special Collections Fee for delinquent citations will be thirty percent (30%). The Special Collections Fee shall be passed to the citation holder or violator.

V. TERMINATION FOR CONVENIENCE REIMBURSEMENT

The schedule below sets forth the amounts County will be required to reimburse Contractor for the cost of the initial investment expended by Contractor in providing equipment to County during System implementation in the event County terminates the Contract for convenience pursuant to Subparagraph 8.42 (Termination for Convenience) of the body of the Contract only during the Initial Term of the Contract.

The reimbursement amounts specified above will not increase during the term of the Contract.

Contract Month #	10 Desktops Monthly Pricing	10 Desktops Running Balance	70 Handhelds Monthly Pricing	70 Handhelds Running Balance	5 ALPRs Monthly Pricing	ALPRs Running Balance	Total Equipment Monthly Pricing	Total Running Balance Per Month
1	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-
5	-	-	-	-	-	-	-	-
6	-	\$36,620.40	-	\$333,499.80	-	\$273,207.90	-	\$643,328.10
7	\$1,220.68	\$35,399.72	\$11,116.66	\$322,383.14	\$9,106.93	\$264,100.97	\$21,444.27	\$621,883.83
8	\$1,220.68	\$34,179.04	\$11,116.66	\$311,266.48	\$9,106.93	\$254,994.04	\$21,444.27	\$600,439.56
9	\$1,220.68	\$32,958.36	\$11,116.66	\$300,149.82	\$9,106.93	\$245,887.11	\$21,444.27	\$578,995.29
10	\$1,220.68	\$31,737.68	\$11,116.66	\$289,033.16	\$9,106.93	\$236,780.18	\$21,444.27	\$557,551.02
11	\$1,220.68	\$30,517.00	\$11,116.66	\$277,916.50	\$9,106.93	\$227,673.25	\$21,444.27	\$536,106.75
12	\$1,220.68	\$29,296.32	\$11,116.66	\$266,799.84	\$9,106.93	\$218,566.32	\$21,444.27	\$514,662.48
13	\$1,220.68	\$28,075.64	\$11,116.66	\$255,683.18	\$9,106.93	\$209,459.39	\$21,444.27	\$493,218.21
14	\$1,220.68	\$26,854.96	\$11,116.66	\$244,566.52	\$9,106.93	\$200,352.46	\$21,444.27	\$471,773.94
15	\$1,220.68	\$25,634.28	\$11,116.66	\$233,449.86	\$9,106.93	\$191,245.53	\$21,444.27	\$450,329.67
16	\$1,220.68	\$24,413.60	\$11,116.66	\$222,333.20	\$9,106.93	\$182,138.60	\$21,444.27	\$428,885.40
17	\$1,220.68	\$23,192.92	\$11,116.66	\$211,216.54	\$9,106.93	\$173,031.67	\$21,444.27	\$407,441.13
18	\$1,220.68	\$21,972.24	\$11,116.66	\$200,099.88	\$9,106.93	\$163,924.74	\$21,444.27	\$385,996.86
19	\$1,220.68	\$20,751.56	\$11,116.66	\$188,983.22	\$9,106.93	\$154,817.81	\$21,444.27	\$364,552.59
20	\$1,220.68	\$19,530.88	\$11,116.66	\$177,866.56	\$9,106.93	\$145,710.88	\$21,444.27	\$343,108.32
21	\$1,220.68	\$18,310.20	\$11,116.66	\$166,749.90	\$9,106.93	\$136,603.95	\$21,444.27	\$321,664.05
22	\$1,220.68	\$17,089.52	\$11,116.66	\$155,633.24	\$9,106.93	\$127,497.02	\$21,444.27	\$300,219.78
23	\$1,220.68	\$15,868.84	\$11,116.66	\$144,516.58	\$9,106.93	\$118,390.09	\$21,444.27	\$278,775.51
24	\$1,220.68	\$14,648.16	\$11,116.66	\$133,399.92	\$9,106.93	\$109,283.16	\$21,444.27	\$257,331.24
25	\$1,220.68	\$13,427.48	\$11,116.66	\$122,283.26	\$9,106.93	\$100,176.23	\$21,444.27	\$235,886.97
26	\$1,220.68	\$12,206.80	\$11,116.66	\$111,166.60	\$9,106.93	\$91,069.30	\$21,444.27	\$214,442.70
27	\$1,220.68	\$10,986.12	\$11,116.66	\$100,049.94	\$9,106.93	\$81,962.37	\$21,444.27	\$192,998.43
28	\$1,220.68	\$9,765.44	\$11,116.66	\$88,933.28	\$9,106.93	\$72,855.44	\$21,444.27	\$171,554.16
29	\$1,220.68	\$8,544.76	\$11,116.66	\$77,816.62	\$9,106.93	\$63,748.51	\$21,444.27	\$150,109.89
30	\$1,220.68	\$7,324.08	\$11,116.66	\$66,699.96	\$9,106.93	\$54,641.58	\$21,444.27	\$128,665.62
31	\$1,220.68	\$6,103.40	\$11,116.66	\$55,583.30	\$9,106.93	\$45,534.65	\$21,444.27	\$107,221.35
32	\$1,220.68	\$4,882.72	\$11,116.66	\$44,466.64	\$9,106.93	\$36,427.72	\$21,444.27	\$85,777.08
33	\$1,220.68	\$3,662.04	\$11,116.66	\$33,349.98	\$9,106.93	\$27,320.79	\$21,444.27	\$64,332.81
34	\$1,220.68	\$2,441.36	\$11,116.66	\$22,233.32	\$9,106.93	\$18,213.86	\$21,444.27	\$42,888.54
35	\$1,220.68	\$1,220.68	\$11,116.66	\$11,116.66	\$9,106.93	\$9,106.93	\$21,444.27	\$21,444.27
36	\$1,220.68	\$0.00	\$11,116.66	\$0.00	\$9,106.93	\$0.00	\$21,444.27	\$0.00
TOTAL	\$36,620.40		\$333,499.80		\$273,207.90		\$643,328.10	

* The above 36 month amortization schedule assumes a 6 month implementation period and is subject to change due to actual implementation period

* The running monthly balance is based on the total remaining months left after the final operating month

VI. NOTES

- Life Cycle: Current citation “lifecycle” must remain stable during the term of the Contract. A change to the lifecycle will trigger renegotiation of the Contract fees.
- FTB: The County will reimburse contractor for FTB filing fees, including SSN acquisition fees.
- Warranty: If there is any remaining warranty at Contract end, Contractor will assign the remaining warranty over to the County.
- Wireless Data Plans: Contractor to provide wireless data plans for the ALPR systems.
- Taxes: Pricing includes all applicable State & Local taxes and cost of transportation.
- Consumable products: The County will be responsible for all consumable citation products to include thermal ticket stock and citation envelopes.
- Additional Field Equipment Pricing: Additional Field Equipment required by County after the first twelve (12) months of the Contract will be subject to the pricing schedule below:

	Additional Field Equipment Pricing Schedule				
Number of months after the Contract effective date	0-12	13-24	25-36	37-48	49 and after
Desktop Computing Hardware Devices monthly per device cost	\$64.10	\$80.12	\$106.83	\$160.24	\$320.48
Handheld Electronic Ticket-Writer Computing Devices monthly per device cost	\$72.19	\$90.23	\$120.31	\$180.47	\$360.93
ALPR Systems monthly per device cost	\$827.90	\$1,034.88	\$1,379.84	\$2,069.76	\$4,139.51

Exhibit C

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

	SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
1	SOW: Paragraph 3.0 (Program Implementation Plan)	Contractor shall deliver draft PCD within ten (10) Business Days of contract effective date <i>(if applicable)</i> .	Inspection & Observation	\$100 per occurrence
2	SOW: Paragraph 3.0 (Program Implementation Plan)	Contractor shall deliver draft Training Plan within ten (10) Business Days of contract effective date <i>(if applicable)</i> .	Inspection & Observation	\$100 per occurrence
3	SOW : Subparagraph 6.9	Contractor shall provide clearly readable facsimiles of all hand-written citations within seven (7) calendar days of a request from County Project Director.	Inspection & Observation	\$ 50 per occurrence
4	SOW : Subparagraph 6.10	Contractor shall scan all hand-written citations to the System within two (2) Business Days of receipt.	Inspection & Observation	\$ 50 per occurrence
5	SOW : Subparagraph 6.11	Contractor shall research any/all rejects or data errors and process data-entry correction, with revisions, within three (3) Business Days from the date the error was discovered.	Inspection & Observation	\$ 50 per occurrence
6	SOW : Subparagraph 7.3.4	Contractor shall provide additional notices and/or Correspondences, and textual changes to such documents, when requested by the Department, must be available for use within seven (7) Business Days of said request.	Inspection & Observation	\$ 50 per occurrence

Exhibit C

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

7	SOW : Subparagraph 8.4	Contractor shall submit all Management Reports (except for Item 6 (Habitual Parking Violator Report) above) on or before the 25 th day of each month (or the next Business Day, if it is a Saturday, Sunday or a County holiday) for the completed prior month.	Inspection & Observation	\$100 per occurrence
8	SOW : Subparagraph 11.6.6	Contractor shall ensure that the IVR component of the telephone system will be active twenty-four (24) hours per day, seven (7) days per week.	Inspection & Observation	\$ 50 per occurrence
9	SOW : Subparagraph 11.7.5	Contractor shall ensure that the website is accessible 24 hours per day, 7 days per week.	Inspection & Observation	\$ 50 per occurrence
10	SOW : Subparagraph 12.3.1	Contractor shall provide written reconciliation control procedures to the County's Project Director for review and approval within fifteen (15) calendar days of Contract effective date.	Inspection & Observation	\$100 per occurrence
11	SOW : Subparagraph 15.2	Contractor shall maintain all of its Equipment in accordance with original Equipment manufacturer (OEM) standards or other regulatory standards as they may apply and shall check said equipment before use for safety and functionality. All damaged or malfunctioned equipment/parts shall be repaired or replaced as necessary within three (3) Business Days upon notification from the County Project Director or County Project Manager.	Inspection & Observation	\$ 50 per day per device

Exhibit C
PERFORMANCE REQUIREMENTS SUMMARY (PRS)

12	SOW : Subparagraph 16.1	Contractor shall establish and utilize a comprehensive Quality Control (Q.C.) plan. Contractor shall submit the Q.C. plan to the County Project Manager within fifteen (15) Business Days of the Contract's effective date.	Inspection & Observation	\$100 per occurrence
13	SOW : Subparagraph 17.1	Contractor shall establish and utilize a comprehensive Quality Assurance ("Q.A.") plan. Contractor shall submit the Q.A. plan to the County Project Manager within fifteen (15) Business Days of the Contract's effective date.	Inspection & Observation	\$100 per occurrence

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective Action, to include establishment of goal and/or timetables.	()	()

Authorized Official's Printed Name and Title

Authorized Official's Signature

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Sharon Bilbrey, Manager

Title: Manager

Address: 4700 Ramona Boulevard
Monterey Park, California 91754

Telephone: (323) 526-5106 Facsimile: (323) 415-1029

E-Mail Address: scbilbre@lasd.org

COUNTY PROJECT MANAGER:

Name: Paul Vasquez

Title: Supervising Parking Control Officer

Address: 4700 Ramona Boulevard
Monterey Park, California 91754

Telephone: (323) 526-5181 Facsimile: (323) 415-1030

E-Mail Address: pdvasque@lasd.org

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Xerox State & Local Solutions**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**Name: Leo UrteagaTitle: Program ManagerAddress: 606 S. Olive St., 23rd floor
Los Angeles, CA 90014Telephone: 213-439-6256Facsimile: 213-688-0807E-Mail Address: leo.urteaga@xerox.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Mark TalbotTitle: Group PresidentAddress: 8260 Willow Oaks Corporate Drive
Fairfax, VA 22031Telephone: 703-891-8957

Facsimile: _____

E-Mail Address: mark.talbot@xerox.comName: Kirk StrassmanTitle: Vice President, Parking Solutions, West RegionAddress: 606 S. Olive St., 23rd floor
Los Angeles, CA 90014Telephone: 310-264-1008Facsimile: 213-688-0807E-Mail Address: kirk.strassman@xerox.com**Notices to Contractor shall be sent to the following:**Name: Armen KazaryanaTitle: Regional Director of OperationsAddress: 606 S. Olive St., 23rd floor
Los Angeles, CA 90014Telephone: 213-439-6213Facsimile: 213-688-0807E-Mail Address: armen.kazaryan@xerox.com

**CONTRACT WITH
[CONTRACTOR]
FOR
PARKING CITATION PROCESSING SERVICES**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Xerox State & Local Solutions Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: 6 / 16 / 2015

PRINTED NAME: Mark Talbot

POSITION: Group President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Armen Kazaryan

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Armen Kazaryan DATE: 6 / 4 / 2015

PRINTED NAME: Armen Kazaryan

POSITION: Regional Director of Operations

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name ELAINE MacGILFREY

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: 06 / 04 / 15

PRINTED NAME: _____

ELAINE MacGILFREY

POSITION: _____

DIRECTOR OF OPERATIONS

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name LEO URTEAGA

GENERAL INFORMATION

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: 

DATE: 6/4/15

PRINTED NAME: LEO URTEAGA

POSITION: PROGRAM MANAGER

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Kim Bicket

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Kim Bicket

DATE: 6.4.15

PRINTED NAME: Kim Bicket

POSITION: Project Manager, PC

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Tim Black

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:


DATE: 6, 4, 15

PRINTED NAME:

Tim Black

POSITION:

Project Analyst

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name ZINA BUSHAN

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: 6 / 4 / 15

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Leticia Bernardo

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: 6 / 5 / 2019

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name DINITHI WELATANTRI

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: 6 / 4 / '15

PRINTED NAME: _____

DINITHI WELATANTRI

POSITION: _____

Production Control Associate

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Ronald Beloff

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: RW Beloff

DATE: 6/4/15

PRINTED NAME: RONALD BELOFF

POSITION: Reconciliation Analyst

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____
 Employee Name Aimee Denise Perez

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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CONFIDENTIALITY AGREEMENT:

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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: 

DATE: 6 / 4 / 15

PRINTED NAME: Aimee Denise Perez

POSITION: Production Control Associate.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Alejandra Avila

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

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CONFIDENTIALITY AGREEMENT:

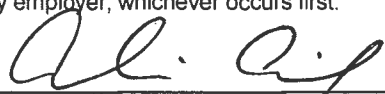
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SIGNATURE:


DATE: 6/5/15

PRINTED NAME:

Alejandra Avila

POSITION:

Production Control Associate

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Natalia Castaneda

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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CONFIDENTIALITY AGREEMENT:

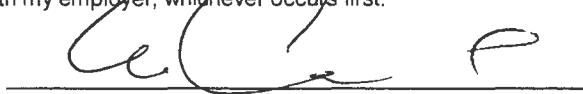
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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:



DATE:

4/4/15

PRINTED NAME:

Natalia Castaneda

POSITION:

Senior Customer Service

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions Contract No. _____

Employee Name Cynthia Mamoqum

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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CONFIDENTIALITY AGREEMENT:

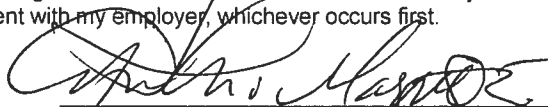
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I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:


DATE: 06.05.15

PRINTED NAME:

Cynthia Mamoqum

POSITION:

Reconciliation Analyst

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name Xerox State & Local Solutions / Contractor: PRWT Contract No. _____

Non-Employee Name Jesse Sweiss

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE:

Jesse Sweiss

DATE:

6/4/15

PRINTED NAME:

Jesse Sweiss

POSITION:

Project Manager

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

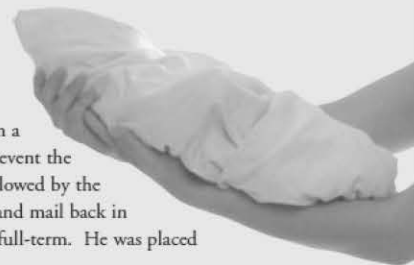
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Parking Citation Processing Services Exhibit J - Invoice Discrepancy Report

CONTRACT DISCREPANCY REPORT**TO:** _____**FROM:** _____**DATES: Prepared by County:** _____**Received by Contractor:** _____**Returned by Contractor:** _____**Action Completed:** _____**DISCREPANCY
PROBLEMS:** __________

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** __________

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** __________

Signature of County Representative_____
Date**COUNTY ACTIONS:** __________
_____**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature: _____ Date _____